



**City Council  
Regular Meeting  
AGENDA**

To participate or view the virtual meeting, go to the following link: <https://zoom.us/j/97199426600>

Or you can call in using your telephone only:

- Call (toll free) 1-888-788-0099
- Enter the Access Code: 971 9942 6600
- To Raise Hand enter \*9
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US: [+16699009128](tel:+16699009128), [97199426600#](tel:+197199426600) or [+12532158782](tel:+12532158782), [97199426600#](tel:+197199426600)

Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at [www.cityofukiah.com/meetings](http://www.cityofukiah.com/meetings).

February 2, 2022 - 6:00 PM

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1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

- 3.a. Proclamation Recognizing February 2022 as Black History Month in the City of Ukiah.

**Recommended Action: Issue Proclamation.**

Attachments:

1. 2022 - Black History Month Proclamation

- 3.b. 2021/2022 Ukiah On Ice Presentation and Sponsor Appreciation.

**Recommended Action: Receive Report**

Attachments:

1. Ukiah On Ice Sponsors 21-22

- 3.c. Introduction of Electric Utility Director Cindy Sauers.

**Recommended Action: City Manager to introduce Electric Utility Director Cindy Sauers**

Attachments: None

4. **PETITIONS AND COMMUNICATIONS**

5. **APPROVAL OF MINUTES**

- 5.a. Approval of the Minutes for the January 19, 2022, Regular Meeting.

**Recommended Action: Approve the minutes for the January 19, 2022, regular meeting.**

Attachments:

1. 2022-01-19 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 of Disbursements for the Month of December 2021

***Recommended Action: Approve the Report of Disbursements for the Month of December 2021.***

Attachments:

1. December 2021 Summary of Disbursements
2. Account Codes for Reference
3. Object Codes for Reference
4. December 2021 Disbursement Detail

### 7.b. Adoption of Ordinance Amending Article 1 of Division 1, Chapter 4 of the Ukiah City Code to Reform the Paths, Open Space, and Creeks Commission and the Parks, Recreation and Golf Commission into the Public Spaces Commission.

***Recommended Action: Adopt Ordinance amending Article 1 of Division 1, Chapter 4 of the Ukiah City Code to reform the Paths, Open Space, and Creeks Commission and the Parks, Recreation and Golf Commission into the Public Spaces Commission.***

Attachments:

1. Public Spaces Commission Ordinance Introduced
2. ASR Community Outreach Plan Draft

### 7.c. Report of Emergency Purchase Order #47685 Issued to Wipf Construction LLC for the Water Resources Department in the Amount of \$38,500 to Replace Two Check Valves that Failed and Approve a Budget Amendment for Expenses in the 2021/2022 Fiscal Year Related to Equipment Maintenance and Repair using Water Resources Reserve Funds.

***Recommended Action: Council will receive a report of Purchase Order #47685 issued to Wipf Construction LLC in the amount of \$38,500, for the emergency replacement of two check valves and approve budget amendment to the Water Operation and Maintenance Fund for possible expenses in the 2021/2022 Fiscal Year related to equipment maintenance and repair.***

Attachments:

1. Wipf Quotes 560, 561

### 7.d. Award of Professional Services Agreement to On Duty Health for Annual National Fire Protection Association (NFPA) Compliant Physical Exams and Screenings for Fire Authority Staff in the Amount of \$28,415.48.

***Recommended Action: Approve the Professional Services Agreement with On Duty Health for annual NFPA compliant physicals and screenings for Fire Authority staff in the amount of \$28,415.48.***

Attachments:

1. On Duty Health Proposal for Ukiah CA FD - 12-02-2021

## 8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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



more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

9. **COUNCIL REPORTS**

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

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

- 11.a. The Ukiah City Council Will Receive a Financial Report of the Electric Utility and Consider Adoption of the Proposed Electric Rate Adjustments and Create a 100% Green Energy Rate by Resolution.

***Recommended Action: Receive financial report of the Electric Utility and approve the proposed electric rate adjustments and create a 100% Green Energy Rate by Resolution.***

Attachments:

1. Graph Cash No Inc
2. Graph No Loan PGE Compare
3. Graph Loan PGE Compare
4. Cash with and without Loan
5. Rate Tables - Exhibit A to the Resolution
6. Resolution Adopting Electric Rate Schedule - See Attachment 5 for Exhibit A

- 11.b. Conduct a Public Hearing and Consider Adopting Respective Resolutions Authorizing Lease Revenue Bonds, Series 2022 to Renovate the City Corporation Yard and Construct Improvements to Various City Streets (*This item was continued from January 19, 2022.*)

***Recommended Action: Adopt resolutions authorizing the issuance of lease revenue bonds and authorizing the City Manager to execute all related documents for the renovation of the City Corporation Yard and improvements to various City streets.***

Attachments:

1. 1 Ukiah City Reso- Lease
2. 2 Ukiah Authority Reso- Issue Bonds
3. 3 Site Lease - Ukiah
4. 4 Lease Agreement - Ukiah
5. 5 Indenture - Ukiah
6. 6 Assignment Agmt - Ukiah
7. 7 POS (Ukiah LRBs)
8. 8 Bond Purchase Agreement (Piper Sandler)

12. **UNFINISHED BUSINESS**

- 12.a. Possible Introduction By Title Only of Ordinance Restricting the Retail Sale of Nitrous Oxide.

***Recommended Action: Introduce by title only the Ordinance Restricting the Retail Sale of Nitrous Oxide.***

Attachments:

1. Nitrous Oxide Sales Ordinance Final

- 12.b. Receive Annual Report Regarding Review of Ordinance for Marijuana Dispensaries and Consider the Formation of an Ad Hoc to Review Potential Ordinance Modifications to Streamline the Permitting/Renewal Process and Other Potential Considerations.

***Recommended Action: 1. Receive annual report on the review of the ordinance for marijuana dispensaries;***

***2. Approve the formation of a Cannabis Ad Hoc Committee to explore ordinance modifications to streamline or enhance permitting/renewal processes and other potential changes; and***

***3. Provide direction as necessary to Staff.***

Attachments:

1. Marijuana Dispensaries Ordinance (Nos. 1176 and 1182)

### 13. **NEW BUSINESS**

- 13.a. Seeking Direction from Council Regarding Updates to the Municipal Codes Regulating City Parks.

***Recommended Action: Provide Staff direction to update City Codes regulating City Parks.***

Attachments:

1. Table of Changes
2. Parks Code Update

- 13.b. Discuss and Provide Direction for the Establishment of an Oversight Committee, with Possible Appointments, to Review Measure P Expenditures for Fiscal Years 2019 and 2020 per Resolution 2014-28.

***Recommended Action: Approve the establishment of an Oversight Committee to review Measure P expenditures for the fiscal years 2019 and 2020; and appoint Edward Eversole, Larry Olson and Roe Sandelin as persons representing members at large; Max Brazill representing the Ukiah Police Department; and Tony Selvitella representing the Ukiah Valley Fire Authority to the Measure P Oversight Committee.***

Attachments:

1. Resolution 2014-28

- 13.c. 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 will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).***

Attachments:

1. 2022 City Council Special Assignments

### 14. **CLOSED SESSION - CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING**

- 14.a. **Conference with Legal Counsel—Anticipated Litigation**

(Government Code Section 54956.9(d)(2)or(3))

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)

***Recommended Action:***

Attachments: None

- 14.b. **Conference with Legal Counsel—Anticipated Litigation**

(Government Code Section 54956.9(d)(2)or(3))

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 potential case, involving possible termination of construction contract for cause)

***Recommended Action:***

Attachments: None

- 14.c. **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:***

Attachments: None

- 14.d. **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. SCUК-CVPT-20-74612  
**Recommended Action: Confer in Closed Session**  
Attachments: None
- 14.e. **Conference with Legal Counsel – Existing Litigation**  
(Cal. Gov't Code Section 54956.9(d)(1))  
Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court,  
Case No. SCUК- CVPT-15-66036  
**Recommended Action: Confer in Closed Session**  
Attachments: None
- 14.f. **Conference with Legal Counsel – Existing Litigation**  
(Cal. Gov't Code Section 54956.9(d)(1))  
Name of case: Siderakis v. Ukiah, et al, Mendocino County Superior Court, Case No.  
21CV00603  
**Recommended Action: Confer in Closed Session**  
Attachments: None
- 14.g. **Conference with Legal Counsel – Existing Litigation**  
(Government Code Section 54956.9(d)(1))  
Name of case: Gerardo Magdaleno, by and through his Guardian Ad Litem, Pedro Francisco  
Magdaleno v. City of Ukiah, Justin Wyatt (Fed. Dist. Ct. N.D. Cal.) 3:21-2609 VC.  
**Recommended Action: Confer in Closed Session**  
Attachments: None
- 14.h. **Conference with Real Property Negotiators**  
(Cal. Gov't Code Section 54956.8)  
Property: APN Nos: 003-500-19; 003-190-08; 057-050-12; 157-050-11; 157-060-003; 001-040-  
83; 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; 003-181-01; 003-582-38  
Negotiator: Sage Sangiacomo, City Manager;  
Negotiating Parties: Dave Hull and Ric Piffero  
Under Negotiation: Price & Terms of Payment  
**Recommended Action: Confer in Closed Session**  
Attachments: None
- 14.i. **Conference with Labor Negotiator (54957.6)**  
Agency Representative: Sage Sangiacomo, City Manager  
Employee Organizations: All Bargaining Units  
**Recommended Action: Confer in Closed Session**  
Attachments: None

## 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, CMC/City Clerk  
Dated: 1/28/22



## AGENDA SUMMARY REPORT

**SUBJECT:** Proclamation Recognizing February 2022 as Black History Month in the City of Ukiah.

**DEPARTMENT:** City Manager /  
Admin

**PREPARED BY:** Traci Boyl, Management Analyst

**PRESENTER:** Mayor Brown

**ATTACHMENTS:**

1. 2022 - Black History Month Proclamation

**Summary:** The City Council will issue a proclamation recognizing February 2022 as *Black History Month* in the City of Ukiah.

**Background:** *Black History Month* is observed in February of each year and is a national annual celebration and recognition of achievements by African Americans.

*Black History Month* can be traced back to 1926, and since 1976, every American president has designated February as Black History Month and has endorsed a specific theme. The *Black History Month* 2022 theme, "Black Health and Wellness", focuses on the importance of Black Health and Wellness.

**Discussion:** *Black History Month* reminds us to continue to fight for justice and equality. It should be a uniting call for our nation to work towards a more diverse, supportive, inclusive, and protective union.

The proclamation recognizing February 2022 as "Black History Month" in the City of Ukiah is Attachment 1.

**Recommended Action:** Issue Proclamation.

**BUDGET AMENDMENT REQUIRED:** n/a

**CURRENT BUDGET AMOUNT:** n/a

**PROPOSED BUDGET AMOUNT:** n/a

**FINANCING SOURCE:** n/a

**PREVIOUS CONTRACT/PURCHASE ORDER NO.:** n/a

**COORDINATED WITH:** Diversity and Equity Committee

Approved:   
Sage Sangiacomo, City Manager

# P ROCLAMATION

## CITY OF UKIAH

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### RECOGNIZING FEBRUARY 2022 AS “BLACK HISTORY MONTH” IN THE CITY OF UKIAH

**WHEREAS,** *Black History Month* is observed in February of each year and is a national annual celebration and recognition of achievements by African Americans; and

**WHEREAS,** *Black History Month* seeks to recognize the central role that African Americans have played in our nation’s history and to honor the many achievements and contributions African Americans have made and continue to make in our society; and

**WHEREAS,** *Black History Month* can be traced back to 1926 when the writer and scholar Dr. Carter G. Woodson, the “Father of Black History Month,” initiated the celebration which corresponded with the birthdays of Frederick Douglass and Abraham Lincoln, and in 1975, the celebration was expanded to include the entire month of February; and

**WHEREAS,** since 1976, every American president has designated February as *Black History Month* and has endorsed a specific theme; and

**WHEREAS,** the Black History Month 2022 theme, “Black Health and Wellness,” focuses on the importance of Black Health and Wellness; and

**WHEREAS,** *Black History Month* reminds us to continue to fight for justice and equality and should be a uniting call to our nation to continue to work for a more diverse, supportive, inclusive, and protective union; and

**WHEREAS,** *Black History Month* celebrates the many achievements and contributions made by African Americans, including our local heroes; and

**WHEREAS,** we welcome the community to participate in the celebration and recognition of *Black History Month* by attending one of the many national events such as the Association for the Study of African American Life and History (ASALH) <https://asalh.org/>, Virtual Black History Month Festival <http://www.asalh.org/festival>, or one of the virtual events or programs by the Smithsonian National Museum of African American History & Culture at <http://www.nmaahc.si.edu/events>, or by attending a local celebration of Black History;

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Ukiah, hereby proclaims February 2022 as

## ***Black History Month in the City of Ukiah***

***Signed and sealed, this 2<sup>nd</sup> day of February in the year Two Thousand and Twenty-Two.***

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Jim Brown  
City Council, Mayor



## AGENDA SUMMARY REPORT

**SUBJECT:** 2021/2022 Ukiah On Ice Presentation and Sponsor Appreciation.

**DEPARTMENT:** Community Services

**PREPARED BY:** Jake Burgess, Recreation Supervisor

**PRESENTER:** Jake Burgess, Community Services Supervisor

### ATTACHMENTS:

1. Ukiah On Ice Sponsors 21-22

**Summary:** Ukiah City Council approved the purchase of a seasonal ice rink with the purpose of bringing the Ukiah On Ice downtown skating rink back for the holiday season. The ice rink was overwhelmingly popular with the community this season and was supported by numerous local sponsors. The Council will receive a presentation showing a video recapping the Ukiah On Ice season and gratitude will be given to the sponsors.

**Background:** The City of Ukiah has previously partnered with local businesses and organizations to bring a seasonal ice skating rink to downtown Ukiah. Due to the pandemic, Ukiah did not host an ice rink in 2020 but worked to bring it back for this holiday season. On September 1, 2021, the City Council approved the purchase of a seasonal ice rink which included skates, glycol tubes/ piping, glycol, clear dasherboards, skate sharpener, Ice Wizard resurfacing machine, gas powered edger, and rubber mats. The 200 ton chiller and 40' x 120' tent remained rental items as they entail complicated installations and would require inordinate amounts of storage space and need specialized maintenance.

The rink was again located on School Street in front of Alex Thomas Plaza. The rink was forty feet wide and one hundred feet long (40' x 100') which is the maximum size based on the parameters of the location on School Street. The site is ideal for its proximity to electrical access, restrooms, parking and the covered pavilion. Another benefit to the location is that the activity at the rink brings thousands of people to the downtown area, where they have access to local shops and restaurants during the prime holiday shopping season.

**Discussion:** The Ukiah On Ice downtown skating rink was open daily, including holidays, for five weeks, and hosted school field trips along with private parties throughout the majority of the operation. Skating (including ice skate rental) was \$10 per person per session for regular public skating hours and \$8 per session for field trips or large groups. Opening night was Saturday, December 4th and was coordinated with the Light Parade and festive activities at the Plaza.

The community response to the ice rink was overwhelming, drawing people from all around Mendocino County, Lake County, and Sonoma County. The excitement and energy focused around the rink was palpable and resulted in a significant number of visitors to the downtown area. The rink was especially popular on the weekends, with significant numbers of skaters and families enjoying the activity.

The ice rink hosted a multitude of special events including birthday parties, theme nights, New Year's Eve party, and school fundraisers. These events served to create special memories for those who attended, and the unique setting of a downtown ice skating rink during the holiday season was a ready-made photo opportunity for families and friends.

2021/22 Ukiah on Ice:

- Received over 8,000 skaters of all ages from near and far
- Welcomed 50 field trips with over 1,200 students and dozens of chaperones
- Hosted 6 private parties and 9 small parties
- Held 4 fundraisers including PTO nights and a 4H fundraiser
- Employed 35 young adults and 1 senior adult
- Was supported by 29 sponsors
- Received widespread exposure on social media: Facebook, 'Ukiah on Ice' posts reached an impressive 35,230 people, 3,030 engagements, and 527 reactions. Instagram posts and stories reached 2,815 separate users and elicited 1,076 responses (Likes, Comments)

City Staff would like to extend their appreciation to the City Council for their support and to everyone who participated in Ukiah On Ice, from the skaters to the behind-the-scenes-staff. In particular, City Staff would like to recognize the generous community sponsors (listed in Attachment 1) who supported this event and ultimately made it possible, with many going above and beyond for this community event. For their contributions, we will be sending them Certificates of Recognition signed by the Mayor.

Purchasing the seasonal ice rink entailed an interfund loan of \$195,805. At the end of this season, although there are a few budgetary numbers to firm up, we plan to make an estimated transfer of \$30,000 to begin repaying the loan.

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**Recommended Action:** Receive Report

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**BUDGET AMENDMENT REQUIRED:** N/A

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**CURRENT BUDGET AMOUNT:** N/A

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**PROPOSED BUDGET AMOUNT:** N/A

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**FINANCING SOURCE:** N/A

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**PREVIOUS CONTRACT/PURCHASE ORDER NO.:** N/A

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**COORDINATED WITH:**

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Approved:   
Sage Sangiacomo, City Manager

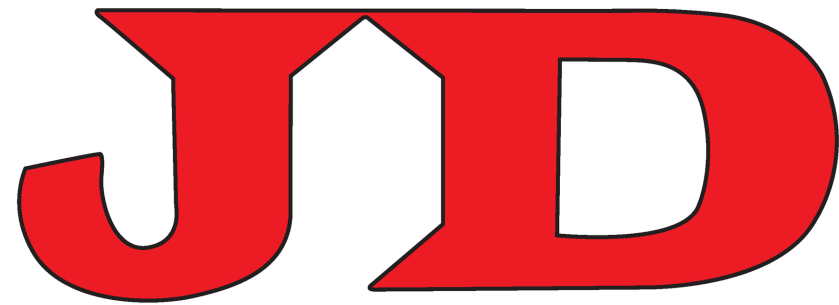


# Partners





# Platinum & Gold Sponsors



General Engineering Corp.  
Grading - Paving - Concrete  
707-621-0578 License#1040595





# **Silver & Bronze Sponsors**

**Acevedo's Ukiah Truck Repair,  
Community First Credit Union,  
Food Runners,  
MCHC Health Centers, Mendo Mill,  
Mountain View Assisted Living, Pardini Appliance,  
Pear Tree Center,  
Ukiah Waste Solutions,  
Black Oak Coffee Roasters,  
El Azteca, Ferranti Construction,  
Fetzer Vineyards, METALfx,  
North American Organics, Park Falls Dental,  
Radiant Yoga, Thurston Auto Plaza,  
Savings Bank of Mendocino County,  
George Petersen & Associates**





## AGENDA SUMMARY REPORT

**SUBJECT:** Introduction of Electric Utility Director Cindy Sauers.

**DEPARTMENT:** City Manager /  
Admin

**PREPARED BY:** Sheri Mannion, H.R. Director/Risk Manager

**PRESENTER:** Sage Sangiacomo, City Manager

**ATTACHMENTS:**

None

**Summary:** The City Manager's Office is pleased to introduce Electric Utility Director Cindy Sauers.

**Background:** Cindy Sauers was promoted by the City Manager on December 31, 2021 to the position of Electric Utility Director. Cindy previously served as the Assistant Utility Director and the Power Distribution Engineer. Cindy has over 25 years of experience in the electric industry with both industrial and utility experience. Cindy has a Bachelor of Science degree in Electrical Engineering. She began her career working for a communications company designing facilities for areas of rural New Mexico and the Navajo Indian Reservation. She also spent several years working for Phelps Dodge Mining Company as a distribution engineer and supervisor in a large open-pit copper mine in Arizona. Since Cindy began with the City in 2002, she took a couple of breaks in her career to focus on her family. She is excited to continue the work of the department and focus on improving the utility for the City's customers.

**Discussion:** The City Manager's Office is pleased to introduce Cindy Sauers. Cindy resides in the local area with her husband and children, and enjoys bike riding, gardening and bee keeping!

**Recommended Action:** City Manager to introduce Electric Utility Director Cindy Sauers

**BUDGET AMENDMENT REQUIRED:** N/A

**CURRENT BUDGET AMOUNT:** N/A

**PROPOSED BUDGET AMOUNT:** N/A

**FINANCING SOURCE:** N/A

**PREVIOUS CONTRACT/PURCHASE ORDER NO.:** N/A

**COORDINATED WITH:** N/A

Approved:   
Sage Sangiacomo, City Manager

**CITY OF UKIAH  
CITY COUNCIL MINUTES  
Regular Meeting  
Virtual Meeting Link: <https://zoom.us/j/97199426600>  
Ukiah, CA 95482  
January 19, 2022  
6:00 p.m.**

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**1. ROLL CALL**

Ukiah City Council met at a Regular Meeting on January 19, 2022, having been legally noticed on January 15, 2022. The meeting was held virtually at the following link: <https://zoom.us/j/97199426600>. Mayor Brown called the meeting to order at 6:00 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Douglas, F. Crane, Mari Rodin, Josefina Dueñas, and Jim O. Brown. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

*MAYOR BROWN PRESIDING.*

**2. PLEDGE OF ALLEGIANCE**

*The Pledge of Allegiance was led by Mel Grandi, Retired Electric Utility Director.*

**3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

**a. Proclamation Recognizing Mel Grandi for His Significant Professional Contributions to the City of Ukiah Electric Utility Department and the Customers It Serves, and Rename the Substation on Orchard Avenue to Grandi Substation.**

**Presenter:** Mayor Brown.

*Proclamation was received by Mel Grandi, Retired Electric Utility Director.*

*Incoming Electric Utility Director, Cindy Sauers, displayed a plaque being presented to Mr. Grandi.*

**Council and Staff Comments:** Councilmembers Rodin, Crane, and Orozco; Vice Mayor Duenas; Mayor Brown; Cindy Sauers, Incoming Electric Utility Director; Greg Owen, Airport Manager; Tami Bartlomei, Office of Emergency Services Coordinator; Diann Lucchetti, Program Coordinator; Scott Bozzoli, Electrical Engineer Technician I; Scott Branson, Electric Utility Technician II; Tim Santo, Electric Supervisor; Sonu Upadhyay, Senior Power Engineer; Sage Sangiacomo, City Manager; Kristine Lawler, City Clerk; and David Rapport, City Attorney.

**b. Presentation of the City of Ukiah Equity Action Plan and Approval of a Resolution Adopting the Equity Action Plan Created by the Equity and Diversity Standing Committee, and Changing the Name of the Committee to the Diversity and Equity Standing Committee.**

**Presenter:** Traci Boyl, Management Analyst.++++

**Public Comment:** Corinne Jones, Diversity and Equity Committee Member.

**Motion/Second:** Rodin/Orozco to approve the Resolution (2022-01) adopting the City of Ukiah Equity Action Plan created by the Equity and Diversity Standing Committee and changing the name of the Committee to the Diversity and Equity Standing Committee. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

4. **PETITIONS AND COMMUNICATIONS**

5. **APPROVAL OF MINUTES**

- a. **Approval of the Minutes for the December 13, 2021, Special Meeting.**
- b. **Approval of the Minutes for the December 15, 2021, Regular Meeting.**
- c. **Approval of the Minutes for the December 27, 2021, Special Meeting.**

**Motion/Second:** Rodin/Crane to approve Minutes of December 13, 2021, a special meeting; December 15, 2021, a regular meeting; and December 27, 2021, a special meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

6. **RIGHT TO APPEAL DECISION**

7. **CONSENT CALENDAR**

- a. Adoption of Resolution (2022-02) of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings During a Proclaimed State of Emergency Due to the COVID-19 Pandemic – *City Attorney*.
- b. Adoption of Resolution (2022-03) Approving the City of Ukiah's Qualified Contractors List for 2022 – *City Clerk*.
- c. Notification to City Council of Contract No. 2021-235-A1 with Cinquini & Passarino Inc. for Consulting and Surveying Services at the Electric Service Center on Hastings Rd. in the Amount of \$17,500.00 – *Electric Utility*.
- d. Adoption of a Resolution (2022-04) of Application for a Revised Submittal to the Mendocino Local Agency Formation Commission (LAFCo) to Annex City-Owned Properties within Unincorporated Mendocino County; and Approval of the Community Development Director's Determination that the Proposed Annexation Qualifies for a CEQA Exemption – *Community Development*.
- e. Report to Council on PO #47411 Issued to Corrosion Protection Solutions in the Amount of \$61,560, as well as Change Order #01 in the Amount of \$4,843.80, for a Total of \$66,403, and Request a Budget Amendment for this Amount – *Water Resources*.
- f. Approval of Contract Amendment (COU No. 2122-105-A1) with BKF Engineers for the Additional Design to the Gobbi Street Utility Replacement Project, and Approval of a Corresponding Budget Amendment – *Public Works*.
- g. Adopt Resolution (2022-05) and Approve the Support Services Program Agreement (SSPA) (COU No. 2122-167) with the Northern California Power Agency (NCPA) – *Electric Utility*.
- h. Notification of Purchase Order #47600-02 Issued to Bartley Pump PM, LLC for the Teardown, Inspection, and Rehabilitation of Well #8 in the Amount of \$28,689.70 – *Water Resources*.
- i. Authorize City Manager to Sign Airport Rescue Grant Offer, Grant No. 3-06-0268-021-2022 (COU No. 2122-164) for Ukiah Municipal Airport in the Amount of \$32,000, and Approve Corresponding Budget Amendment(s) - *Airport*.
- j. ~~Approve the Purchase of Mobile Data Terminals (MDT) for the Ukiah Valley Fire Authority (UVFA) in the Amount of \$173,830.11 for the Initial Three Years, and Approve Corresponding Budget Amendment – Fire – Removed by Mayor Brown and placed as Agenda Item 13e..~~

- k. Report the Emergency Purchase of all Materials and Labor for the Traffic Signal Control Cabinets Replacement at the Intersections of State & Standley and State & Perkins Streets from DC Electric Group in the Amount of \$58,935.00 – *Public Works*.
- l. Approval of a Professional Service Contract (COU No. 2122-165) with GHD for Flood Mapping Review Support in the Amount Not to Exceed \$17,000, and Corresponding Budget Amendment – *Public Works*.

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

**13. NEW BUSINESS**

**e. Approve the Purchase of Mobile Data Terminals (MDT) for the Ukiah Valley Fire Authority (UVFA) in the Amount of \$173,830.11 for the Initial Three Years, and Approve Corresponding Budget Amendment.**

**Presenters:** Doug Hutchison, Fire Chief and Justin Buckingham, Battalion Chief.

**Motion/Second:** Rodin/Orozco to approve the purchase of Mobile Data Terminals in the amount of \$173,830.11 from RadioMobile, and approve the corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

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

*No public comment received.*

**9. COUNCIL REPORTS**

**Presenters:** Councilmembers Rodin and Orozco, Vice Mayor Duenas, Councilmember Crane, and Mayor Brown.

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

**Presenters:** Sage Sangiacomo, City Manager; and

- **Graffiti Abatement Program** – Shannon Riley, Deputy City Manager.
- **Security Camera Registry Program** – Shannon Riley, Deputy City Manager.

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

**a. Conduct a Public Hearing and Consider Adopting Respective Resolutions Authorizing Lease Revenue Bonds, Series 2022 to Renovate the City Corporation Yard and Construct Improvements to Various City Streets (This item was continued from December 15, 2021.)**

**Presenter:** Dan Buffalo, Finance Director.

*PUBLIC HEARING OPENED AT 7:26 P.M.*

*No public comment was received.*

*PUBLIC HEARING CLOSED AT 7:26 P.M.*

**Motion/Second:** Crane/Orozco to continue this item to the February 2, 2022 [at 6:00 p.m.] meeting. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

*THE CITY COUNCIL ADJOURNED TO THE UKIAH PUBLIC FINANCING AUTHORITY MEETING AT 7:29 P.M.*

## UKIAH PUBLIC FINANCING AUTHORITY

### 1. ROLL CALL

The Ukiah Financing Authority met at a Special Meeting on January 19, 2022, having been legally noticed on January 15, 2022. Chair Brown called the meeting to order at 7:29 p.m. Roll was taken with the following **Members Present:** Juan V. Orozco, Douglas, F. Crane, Mari Rodin, Josefina Dueñas, and Jim O. Brown. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

CHAIR BROWN PRESIDING.

### 2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

*No public comment was received.*

### 3. UNFINISHED BUSINESS

a. **Consider Adopting Respective Resolutions Authorizing Lease Revenue Bonds, Series 2022 to Renovate the City Corporation Yard and Construct Improvements to Various City Streets.**

**Presenter:** Dan Buffalo, Finance Director.

**Motion/Second:** Crane/Rodin to continue this item to the February 2, 2022, at 6:00 p.m. meeting. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

### 4. NEW BUSINESS

### 5. ADJOURNMENT

There being no further business, the meeting adjourned at 7:33 p.m.

*THE CITY COUNCIL RECONVENED THE REGULAR MEETING AT 7:33 P.M.*

## 12. UNFINISHED BUSINESS

a. **Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.**

**Presenter:** Tami Bartolomei, Office of Emergency Services Coordinator.

*Report was received.*

b. **Determination of Notification of Intent to Adjust Curbside Collection and Transfer Station Service Rates in Compliance with Solid Waste Contracts, and Initiation of Proposition 218 Protest Period for Residential Curbside Collection Rates.**

**Presenters:** Dan Buffalo, Finance Director and Tim Eriksen, Public Works Director/City Engineer.

**C&S Waste Comment:** Bruce McCracken, C&S Waste Site Manager.

**Motion/Second:** Rodin/Brown to confirm the determination of the City Manager, as reported here, of compliance with the provisions of the agreements between the City of Ukiah and Ukiah Waste Solutions, Inc. (COU No. 1718-162) and Solid Waste Systems, Inc. (COU No. 2122-089) regarding the company's notice of intent to adjust curbside collection and transfer station rates, authorize the



initiation of the Proposition 218 protest period for residential curbside collection rates, and schedule the subsequent protest hearing for March 16, 2022. Motion **carried** by the following roll call votes: AYES: Orozco, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: Crane.

**c. Introduction of an Ordinance by Title Only, Amending Article 1 of Division 1, Chapter 4 of the Ukiah City Code to Reform the Paths, Open Space, and Golf Commission and the Parks, Recreation and Golf Commission into the Public Spaces Commission.**

**Presenters:** Neil Davis, Community Services Director and Darcy Vaughn, Assistant City Attorney.

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

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

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING ARTICLE 1 AND REPEALING ARTICLE 1B FROM DIVISION 1, CHAPTER 4 OF THE CITY CODE TO ESTABLISH THE PUBLIC SPACES COMMISSION.

**Motion/Second:** Rodin/Crane to introduce an ordinance amending Article 1 of Division 1, Chapter 4 of the Ukiah City Code to reform the Paths, Open Space, and Golf Commission and the Parks, Recreation and Golf Commission into the Public Spaces Commission, as amended [starting on line 3 of the 1<sup>st</sup> paragraph,] under Section 1003 (Duties and Powers), to read “3) open spaces within and outside the city limits...” Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

**d. Approve Contract Amendment Eight with Carollo Engineers for the Design Efforts of the Recycled Water Phase 4 Project in the Amount of \$4,600,723, and Approval of Corresponding Budget Amendment.**

**Presenter:** Sean White, Water Resources Director.

**Motion/Second:** Crane/Orozco to approve contract amendment eight (COU No. 1314-231-A8) with Carollo Engineers for the design efforts of the Recycled Water Phase 4 project in the amount of \$4,600,773, and approval of corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

**e. Consider Adoption of Resolution Adopting a 2022 Advocacy Platform to Serve as Guidelines for Local, State, and Federal Legislative Matters.**

**Presenter:** Shannon Riley, Deputy City Manager.

**Motion/Second:** Rodin/Orozco to adopt resolution (2022-06) adopting a 2022 Advocacy Platform to serve as guidelines for local, state, and federal legislative, administrative, regulatory and court matters. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

**13. NEW BUSINESS**

**a. Adopt a Resolution Authorizing the Exception to the 180-Day Waiting Period, and Authorizing the City’s Retired Electric Utility Director to Work on a Temporary Basis as an Extra Help Employee in Accordance with Government Code Sections 7522.56 and 21224.**

**Presenter:** Cindy Sauers, Electric Utility Director.

**Motion/Second:** Crane/Rodin to adopt a resolution (2022-07) authorizing the exception to the 180-day waiting period, and authorizing the City's retired Electric Utility Director to work on a temporary basis as extra help employee in accordance with Government Code Sections 7522.56 and 21224. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

*RECESS: 8:42 – 8:52 P.M.*

**b. Authorize Staff to Research and Possibly Apply for CalTrans' Clean California Grant; Authorize City Manager to Execute Grant Documents.**

**Presenter:** Shannon Riley, Deputy City Manager.

*Deputy City Manager introduced Jim Robbins, Project and Grants Manager.*

**Motion/Second:** Crane/Rodin to authorize Staff to research and possibly apply for the CalTrans Clean California; authorize the City Manager to execute grant documents (COU No. 2122-166). Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

**c. Presentation of City's Audited Annual Comprehensive Financial Report (ACFR) and Audit Reports for the Year Ended June 30, 2020.**

**Presenter:** Dan Buffalo, Finance Director.

Presentation was received.

**d. Receive Updates; Discussion and Appointments Regarding 2022 Council Assignments; and Consideration of Disbandment and Modification to City Council Committees and Ad Hocs.**

**Presenters:** Mayor Brown and City Manager Sangiacomo.

**Motion/Second:** Crane/Rodin to approve the recommended changes of disbandment and formation of ad hocs as presented on the 2022 Council Special Assignment and Ad Hoc List (*attached for the record*). AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

*THE CITY COUNCIL ADJOURNED TO THE SUCCESSOR AGENCY FOLLOWED BY CLOSED SESSION AT 9:45 P.M.*

**14. CLOSED SESSION**

**a. Conference with Legal Counsel – Anticipated Litigation**

(Government Code Section 54956.9(d)(2 & 3))

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)(Number of potential cases: 1)

**b. Conference with Legal Counsel – Anticipated Litigation**

(Government Code Section 54956.9(d)(2)or(3))

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 potential case, involving possible termination of construction contract for cause)

c. **Conference with Legal Counsel – Anticipated 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

d. **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-20-74612

e. **Conference with Legal Counsel – Existing Litigation**

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

Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCU-K- CVPT-15-66036

f. **Conference with Legal Counsel – Existing Litigation**

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

Name of case: Siderakis v. Ukiah, et al, Mendocino County Superior Court, Case No. 21CV00603

g. **Conference with Legal Counsel – Existing Litigation**

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

Name of case: Gerardo Magdaleno, by and through his Guardian Ad Litem, Pedro Francisco Magdaleno v. City of Ukiah, Justin Wyatt (Fed. Dist. Ct. N.D. Cal.) 3:21-2609 VC.

h. **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

i. **Conference with Labor Negotiator (54957.6)**

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units+++

*No action reported; direction provided to staff.*

15. **ADJOURNMENT**

There being no further business, the meeting adjourned at 10:30 p.m.

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Kristine Lawler, City Clerk/CMC



**2022 CITY COUNCIL SPECIAL ASSIGNMENTS**

| COUNTY/REGIONAL<br>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 once 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. |          | Office of Emergency Management<br>300 Seminary Ave.<br>Ukiah, CA 95482<br>467-5765 - Tami Bartolomei              | Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.                                                                    | Orozco<br>Duenas- Alternate                                                                  | Tami Bartolomei, Office of Emergency Management Coordinator; 467-5765<br>tbartolomei@cityofukiah.com |
| Greater Ukiah Business & Tourism Alliance                                      | 3rd Tuesday of month, 11:30 a.m.                                                          | 200 S School St.<br>Ukiah, CA 95482                                                                                                                                      |          | 200 S School St.<br>Ukiah, CA 95482                                                                               | Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area                                                               | Duenas<br>Rodin - Alternate                                                                  | Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com                                  |
| Mendocino Council of Governments (MCOG)                                        | 1st Monday of month, 1:30 p.m.                                                            | Board of Supervisors Chambers<br>501 Low Gap Road<br>Ukiah, CA                                                                                                           |          | Executive Director<br>367 N. State Street, Ste. 206<br>Ukiah, CA 95482<br>463-1859                                | Plan and allocate State funding, transportation, infrastructure and project County wide                                                                                               | Brown<br>Rodin- Alternate                                                                    | Tim Eriksen, Public Works Director/City Engineer; 463-6280<br>teriksen@cityofukiah.com               |
| Mendocino County Inland Water and Power Commission (IWPC)                      | 2nd Thursday of month, 6:00 p.m.                                                          | Civic Center<br>300 Seminary Avenue<br>conference room 5                                                                                                                 |          | IWPC Staff<br>P.O. Box 1247<br>Ukiah, CA 95482<br>391-7574 - Candace Horsley                                      | Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion                                                                       | Orozco<br>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<br>3200 Taylor Drive<br>Ukiah, CA 95482<br>468-9710                                          | County-wide Solid Waste JPA                                                                                                                                                           | Brown<br>Duenas- 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<br>241 Plant Road<br>Ukiah, CA 95482<br>462-1422                                               | County-wide bus transportation issues and funding                                                                                                                                     | Duenas<br>Orozco - Alternate                                                                 | Tim Eriksen, Public Works Director/City Engineer; 463-6280<br>teriksen@cityofukiah.com               |
| North Coast Opportunities (NCO)                                                | 4th Wednesday of month, 2 p.m.                                                            | Alternating locations - Ukiah and Lakeport                                                                                                                               |          | Ross Walker, Governing Board Chair<br>North Coast Opportunities<br>413 North State Street<br>Ukiah, CA 95482      | Assist low income and disadvantaged people to become self reliant                                                                                                                     | Bartolomei<br>(appointed 12/19/18)                                                           | Tami Bartolomei, Community Services Administrator; 467-5765<br>tbartolomei@cityofukiah.com           |
| North Coast Rail Authority (NCRA)                                              | 2nd Wednesday of month, 10:30 a.m.                                                        | Various Locations - announced                                                                                                                                            |          | 419 Talmage Road, Suite M<br>Ukiah, CA 95482<br>463-3280                                                          | Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region                                                                          | Shannon Riley, Deputy City Manager                                                           | 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<br>Attn: Daria Isupov<br>425 South Main St., Sebastopol, CA 95472<br>508-3670 | Consider issues related to Russian river - plans projects and funding requests                                                                                                        | Rodin<br>Brown- Alternate                                                                    | Tim Eriksen, Public Works Director/City Engineer; 463-6280<br>teriksen@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<br>Ukiah, CA                                                                                                             |          | County Executive Office<br>Nicole French<br>501 Low Gap Rd., Rm. 1010<br>Ukiah, CA 95482<br>463-4441              | GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin                                                                                                         | Crane<br>Duenas- Alternate                                                                   | Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com                             |
| COUNTY/REGIONAL<br>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<br>631 South Orchard Avenue<br>Ukiah, CA 95482<br>467-5953                                     | Multi-agency co-op for economic development and business loan program                                                                                                                 | Riley<br>(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<br>431 S. Main St.<br>Ukiah, CA                                                                                                                                |          | 431 S. Main Street<br>Ukiah, CA 95482<br>467-2836                                                                 | Support and expand Grace Hudson Museum                                                                                                                                                | Orozco<br>Neil Davis- Alternate                                                              | David Burton, Museum Director; 467-2836<br>dburton@cityofukiah.com                                   |
| Continued -<br>COUNTY/REGIONAL<br>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<br>776 S. State Street, Ste. 107<br>Ukiah, CA 95482<br>707-463-4915                   | Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices                                                      | Cedric Crook, Patrol Lieutenant                                                              | Cedric Crook, Patrol Lieutenant Nob; 463-6771; ccrook@cityofukiah.com                                |
| Northern California Power Agency (NCPA) - Commission                           | 4th Thursday of month, 9:00 a.m. (see NCPA calendar)                                      | Roseville, CA and other locations                                                                                                                                        |          | 651 Commerce Drive<br>Roseville, CA 95678<br>916-781-4202                                                         | Pool of State and local power utilities developing and operating power generation, providing scheduling and related energy services and providing regulatory and legislative support. | Crane - Commissioner<br>Sauers - Alternate and Commissioner in absence of Commissioner Crane | Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com                           |
| Northern California Power Agency (NCPA) – Lodi Energy Center (LEC) Appointment | 2nd Monday of month, 10:00 AM                                                             | Lodi, CA and other locations                                                                                                                                             |          | 651 Commerce Drive<br>Roseville, CA 95678<br>916-781-4299                                                         | Committee oversees the operation, maintenance and expenditures of the LEC 300 MW generating project.                                                                                  | Sauers – Project<br>Participate Appointee                                                    | Cindy Sauers, Electric Utility Director, 463-6286, csauers@cityofukiah.com                           |

**2022 CITY COUNCIL SPECIAL ASSIGNMENTS**

| <b>LOCAL/COUNTY/REGIONAL/LIANS<br/>OnGoing One or Two Council and/or<br/>Staff</b> | <b>MTG DATE/TIME</b>                                                        | <b>LOCATION</b>                                                                  | <b>MAILING ADDRESS/CONTACT</b>                                                                  | <b>COMMITTEE FUNCTION</b>                                                                                                                                                                    | <b>ASSIGNED TO</b>                                            | <b>PRINCIPAL STAFF SUPPORT</b>                                                                                                                                                |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>League of California Cities Redwood Empire Legislative Committee</b>            | Prior to Division Meetings, meets 3x in person and then via conference call | Various locations that are announced                                             | Redwood Empire League President;<br>Public Affairs Program Manager<br>(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                  | <b>Rodin<br/>Orozco-Alternate</b>                             | <b>Sage Sangiacomo</b> , City Manager; 463-6221<br>ssangiacomo@cityofukiah.com                                                                                                |
| <b>City Selection Committee</b>                                                    | Called as required by the Clerk of the Board                                | BOS Conference Room<br>501 Low Gap Rd. Rm. 1090<br>Ukiah, CA                     | C/O: BOS<br>501 Low Gap Rd., Rm 1090<br>Ukiah, CA 95482<br>463-4441                             | Makes appointments to LAFCO and Airport Land Use Commission                                                                                                                                  | <b>Mayor</b>                                                  | <b>Kristine Lawler</b> , City Clerk; 463-6217<br>klawler@cityofukiah.com                                                                                                      |
| <b>Investment Oversight Committee</b>                                              | Varies                                                                      | Civic Center<br>300 Seminary Ave.<br>Ukiah, CA 95482                             | Civic Center<br>300 Seminary Ave.<br>Ukiah, CA 95482                                            | Reviews City investments, policies, and strategies                                                                                                                                           | <b>Crane<br/>Orozco, Alternate<br/>Alan Carter, Treasurer</b> | <b>Dan Buffalo</b> , Director of Finance; 463-6220<br>dbuffalo@cityofukiah.com                                                                                                |
| <b>Library Advisory Board</b>                                                      | 3rd Wednesdays of alternate months; 1:00 p.m.                               | Various Mendocino County Libraries                                               | Ukiah County Library<br>463-4491                                                                | Review library policy and activities                                                                                                                                                         | <b>Supervisor Mulheren</b>                                    | <b>Kristine Lawler</b> , City Clerk; 463-6217;<br>klawler@cityofukiah.com                                                                                                     |
| <b>Ukiah Players Theater Board of Directors</b>                                    | 3rd Tuesday of month, 6:00 p.m                                              | 1041 Low Gap Rd<br>Ukiah, CA 95482<br>462-1210                                   | 1041 Low Gap Rd<br>Ukiah, CA 95482<br>462-1210                                                  | To oversee the activities, organization and purpose of the Ukiah Players Theater                                                                                                             | <b>Greg Owen</b> , Airport Manager<br>(appointed 12/19/18)    | <b>Kristine Lawler</b> , City Clerk; 463-6217<br>klawler@cityofukiah.com                                                                                                      |
| <b>Ukiah Unified School District (UUSD) Committee</b>                              | Quarterly                                                                   | 511 S. Orchard, Ste. D<br>Ukiah, CA 95482                                        | 511 S. Orchard<br>Ukiah, CA 95482                                                               | Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager                                                                                                          | <b>Mayor, City Manager and Police Chief</b>                   | <b>Sage Sangiacomo</b> , City Manager; 463-6221<br>ssangiacomo@cityofukiah.com                                                                                                |
| <b>Russian River Flood Control District (RRFCD) Liaison</b>                        | 1st Monday of month, 5:30 p.m.                                              | 151 Laws Ave., Suite D<br>Ukiah, CA                                              | 151 Laws Ave., Ukiah, CA 95482;<br>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                                                          | <b>White/Orozco</b>                                           | <b>Sean White</b> , Director of Water Resources; 463-5712<br>swhite@cityofukiah.com                                                                                           |
| <b>Mendocino County Local Area Formation Commission (LAFCO)</b>                    | 1st Monday of month, 9:00 a.m.                                              | Board of Supervisors Chambers                                                    | Executive Director<br>200 S. School Street, Ste. 2<br>Ukiah, CA 95482<br>463-4470               | Required by legislation - planning spheres of influence, annexation, service areas, and special districts                                                                                    | (positions not active)<br><b>Crane<br/>Rodin</b>              | <b>Craig Schlatter</b> , Director of Community Development; 463-6219;<br>cschlatter@cityofukiah.com                                                                           |
| <b>Mendocino County Airport Land Use Commission</b>                                | As needed                                                                   | BOS Conference Room<br>501 Low Gap Rd., Rm. 1090,<br>Ukiah, CA                   | Mendocino County Executive Office<br>501 Low Gap Rd. Rm. 1010<br>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 | <b>Owen/Schlatter</b>                                         | <b>Greg Owen</b> , Airport Manager; 467-2855;<br>gowen@cityofukiah.com<br><b>Craig Schlatter</b> , Director of Community Development; 463-6219;<br>cschlatter@cityofukiah.com |
| <b>Mendocino County 1st District Liaison</b>                                       | Monthly; TBD                                                                | Civic Center Annex<br>conference room #5<br>411 West Clay St.<br>Ukiah, CA 95482 | Civic Center<br>300 Seminary Ave.<br>Ukiah, CA 95482                                            | To coordinate activities and policy development with the City's 1st District Supervisor                                                                                                      | <b>Brown<br/>Crane- Alternate</b>                             | <b>Sage Sangiacomo</b> , City Manager;<br>463-6221; ssangiacomo@cityofukiah.com                                                                                               |
| <b>Mendocino County 2nd District Liaison</b>                                       | 1st Wednesdays of month, 8:00 a.m.                                          | Civic Center Annex<br>conference room #5<br>411 West Clay St.<br>Ukiah, CA 95482 | Civic Center<br>300 Seminary Ave.<br>Ukiah, CA 95482                                            | To coordinate activities and policy development with the County's 2nd District Supervisor                                                                                                    | <b>Brown</b>                                                  | <b>Shannon Riley</b> , Deputy City Manager; 467-5793<br>sriley@cityofukiah.com                                                                                                |
| <b>LOCAL/COUNTY/REGIONAL/LIANS<br/>OnGoing One or Two Council and/or<br/>Staff</b> | <b>MTG DATE/TIME</b>                                                        | <b>LOCATION</b>                                                                  | <b>MAILING ADDRESS/CONTACT</b>                                                                  | <b>COMMITTEE FUNCTION</b>                                                                                                                                                                    | <b>ASSIGNED TO</b>                                            | <b>PRINCIPAL STAFF SUPPORT</b>                                                                                                                                                |
| <b>Fire Executive Committee</b>                                                    | 2nd Wednesdays of month, 3:45 p.m.                                          | Ukiah Valley Conference Center,<br>200 S. School Street<br>Ukiah, CA             | Stephanie Abba<br>Civic Center<br>300 Seminary Ave.<br>Ukiah, CA 95482<br>sabba@cityofukiah.com | Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District                                                                                   | <b>Orozco/Brown</b>                                           | <b>Doug Hutchison</b> , Fire Chief; 463-6263;<br>dhutchison@cityofukiah.com                                                                                                   |
| <b>STANDING COMMITTEES</b>                                                         | <b>MTG DATE/TIME</b>                                                        | <b>LOCATION</b>                                                                  | <b>MAILING ADDRESS/CONTACT</b>                                                                  | <b>COMMITTEE FUNCTION</b>                                                                                                                                                                    | <b>ASSIGNED TO</b>                                            | <b>PRINCIPAL STAFF SUPPORT</b>                                                                                                                                                |
| <b>Equity and Diversity</b>                                                        | TBD                                                                         | Virtual Meeting Room<br>(link to be created)                                     | Civic Center<br>300 Seminary Ave.<br>Ukiah, CA 95482                                            | Improve diversity and equity in the City's workforce and municipal services                                                                                                                  | <b>Orozco/Duenas</b>                                          | <b>Traci Boyl</b> , City Manager's Office<br>Management Analyst; 467-5720<br>tboyl@cityofukiah.com                                                                            |

| 2022 AD HOC COMMITTEES                                                                                                                                                                                                                                                                             |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMMITTEE                                                                                                                                                                                                                                                                                          | ASSIGNED TO  | PRINCIPAL STAFF SUPPORT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Electric Grid Operational Improvements                                                                                                                                                                                                                                                             | Crane/Orozco | Cindy Sauers, Electric Utility Director;<br>463-629586 csauers@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Trench Cut Policy Development                                                                                                                                                                                                                                                                      | Crane/Brown  | Tim Eriksen, Public Works Director/City Engineer;<br>463-6280 teriksen@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Budget Development Best Practices and Financial Policy For FY 22/23 Budget                                                                                                                                                                                                                         | Crane/Brown  | Dan Buffalo, Director of Finance;<br>463-6220 dbuffalo@cityofukiah.com<br>Sheri Mannion, Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                          |
| Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements                                                                                                                                   | Crane/Rodin  | Sage Sangiacomo, City Manager<br>463-6221 ssangiacomo@cityofukiah.com<br>Shannon Riley, Deputy City Manager<br>467-5793 sriley@cityofukiah.com<br>Craig Schlatter, Community Development Director<br>463-6219 cschlatter@cityofukiah.com<br>Sean White, Director of Water Resources;<br>463-5712 swhite@cityofukiah.com<br>Tim Eriksen, Public Works Director/City Engineer;<br>463-6280 teriksen@cityofukiah.com<br>Cindy Sauers, Electric Utility Director;<br>463-629586 csauers@cityofukiah.com<br>Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com |
| 2021 Electric Rate Study                                                                                                                                                                                                                                                                           | Crane/Duenas | Cindy Sauers, Electric Utility Director;<br>463-6286 csauers@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Housing Element and Implementation Review                                                                                                                                                                                                                                                          | Rodin/Orozco | Craig Schlatter, Community Development Director<br>463-6219 cschlatter@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| UVSD/ City Relations<br><i>Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing</i> | Crane/Brown  | Dan Buffalo, Director of Finance;<br>463-6220 dbuffalo@cityofukiah.com<br>Sean White, Water Resources Director<br>463-5712 swhite@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Upper Russian River Water Agency/City Relations                                                                                                                                                                                                                                                    | Crane/Brown  | Sean White, Director of Water Resources;<br>463-5712 swhite@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Orr Street Bridge Corridor                                                                                                                                                                                                                                                                         | Rodin/Duenas | Tim Eriksen, Public Works Director/City Engineer;<br>463-6280 teriksen@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Complete Streets                                                                                                                                                                                                                                                                                   | Rodin/Crane  | Tim Eriksen, Public Works Director/City Engineer;<br>463-6280 teriksen@cityofukiah.com<br>Shannon Riley, Deputy City Manager<br>467-5793 sriley@cityofukiah.com<br>Neil Davis, Community Services Director<br>467-5764 ndavis@cityofukiah.com                                                                                                                                                                                                                                                                                                                              |





## AGENDA SUMMARY REPORT

**SUBJECT:** Report of Disbursements for the Month of December 2021

**DEPARTMENT:** Finance

**PREPARED BY:** Candice Rasmason, Accounts Payable

**PRESENTER:** Consent Calendar

**ATTACHMENTS:**

1. December 2021 Summary of Disbursements
2. Account Codes for Reference
3. Object Codes for Reference
4. December 2021 Disbursement Detail

**Summary:** The Council will review and consider approval of the Report of Disbursements for the month of December 2021.

**Background:** Payments made during the month of December 2021 are summarized on the Report of Disbursements. Further detail is supplied on the Schedule of Bills, representing the four (4) individual payment cycles within the month.

Accounts Payable Check Numbers (City & UVFA): 3045488-3045574; 3045575-3045680; 3045681-3045840; 3045841-3045867

Accounts Payable Wire Transfers: 56, 59

Payroll Check Numbers: 509762-509805; 509806-509863; 509864-509922

Payroll Manual Check Numbers: N/A

Direct Deposit Numbers: 108316-108578; 108579-108839; 108840-109088

Manual Direct Deposit Numbers: 108549

Void Check Numbers: 3045452, 3045427, 3045549

Void Direct Deposit Numbers: 108578

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

Attachment #1: December 2021 Summary of Disbursements

Attachment #2: Account Codes for Reference

Attachment #3: Object Codes for Reference

Attachment #4: December 2021 Disbursement Detail

**Recommended Action:** Approve the Report of Disbursements for the Month of December 2021.

**BUDGET AMENDMENT REQUIRED:** N/A

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

Attachment 1

**FUNDS:**

|     |                                      |              |         |                                              |               |
|-----|--------------------------------------|--------------|---------|----------------------------------------------|---------------|
| 100 | General Fund                         | \$177,764.28 | 700     | Sanitary Disposal Site Fund                  | \$22,785.53   |
| 101 | GF-(Sub-Fund) Visit Ukiah            | \$25,512.70  | 701     | Landfill Corrective Fund                     |               |
| 105 | GF-(Sub-Fund) Fire Authority         | \$77,297.65  | 702     | Disposal Closure Reserve Fund                | \$18,705.50   |
| 110 | Special General Fund                 |              | 704     | Post Closure Fund - Solid Waste              |               |
| 120 | Streets Capital Improvement          | \$131,249.05 | 710     | Ambulance Services Fund                      | \$11,527.57   |
| 130 | Pension - Stabilization Fund         | \$77,681.51  | 720     | Golf Fund                                    | (\$18,440.82) |
| 200 | City Administrative Services         |              | 730     | Conference Center Fund                       | \$5,344.51    |
| 201 | Worker's Comp Fund                   |              | 750     | Visit Ukiah                                  |               |
| 202 | Liability Fund                       |              | 777     | Airport Fund                                 | \$31,883.40   |
| 203 | Garage Fund                          | \$11,604.03  | 778     | Airport Capital Improvement Fund             | \$2,505.64    |
| 204 | Purchasing Fund                      | \$1,245.76   | 779     | Special Aviation Fund                        |               |
| 205 | Billing & Collections Fund           | \$47,786.30  | 800     | Electric Fund                                | \$892,439.78  |
| 206 | Public Safety Dispatch Fund          | \$1,041.22   | 801     | Electric Capital Reserve Fund                | \$61,312.54   |
| 207 | Payroll Posting Fund                 | \$299,311.88 | 803     | Lake Mendocino Bond Reserve                  |               |
| 208 | Building Maintenance/Corp Yard Fund  | \$49,973.63  | 805     | Street Lighting Fund                         | \$9,071.74    |
| 209 | IT Fund                              | \$81,201.76  | 806     | Public Benefits Fund                         |               |
| 220 | Equipment Reserve Fund               |              | 807     | Cap and Trade                                |               |
| 249 | City Housing Bond Proceeds           |              | 820     | Water Fund                                   | \$82,114.72   |
| 250 | Special Revenue Fund                 | \$0.00       | 822     | Water Capital Improvement Fund               | \$3,750.20    |
| 251 | Special Projects Reserve Fund        |              | 830     | Recycled Water Fund                          | \$149,963.82  |
| 253 | CITY PROP 172                        | \$25,137.75  | 840     | City/District Sewer Fund                     | \$84,711.48   |
| 300 | Park Development Fund                | \$3,463.75   | 841     | Sewer Construction Fund                      |               |
| 301 | Anton Stadium Fund                   | \$0.00       | 843     | Sewer Capital Fund                           |               |
| 302 | Observatory Park Fund                |              | 900     | Special Deposit Trust                        | \$9,211.66    |
| 304 | Swimming Pool Fund                   | \$0.00       | 901     | General Service (Accts Recv)                 | \$2,247.78    |
| 305 | Riverside Park Fund                  | \$0.00       | 902     | U.S.W. Billing & Collection                  | \$45,113.51   |
| 306 | Skate Park Fund                      | \$0.00       | 903     | Public Safety - AB 109                       | \$0.00        |
| 310 | Museum Grants                        |              | 905     | Federal Emergency Shelter Grant              |               |
| 311 | Alex Rorbaugh Recreation Center Fund | \$10,270.08  | 905     | Mendocino Emergency Service Authority        |               |
| 312 | Downtown Business Improvement Fund   |              | 911     | Russian River Watershed Association          | \$30,666.08   |
| 313 | LMIHF Housing Asset Fund             |              | 915     | UVFD                                         | \$752.19      |
| 314 | Winter Special Events                | \$10,403.71  | 916     | UVFD PROP 172                                | \$25,137.74   |
| 315 | Advanced Planning Fund               | \$0.00       | 917     | UVFD Measure B                               |               |
| 500 | 2106 Gas Tax Fund                    |              | 918     | UVFD Mitigation                              | \$1,361.78    |
| 501 | 2107 Gas Tax Fund                    |              | 940     | Sanitation District Special Fund             |               |
| 503 | 2105 Gas Tax Fund                    |              | 942     | Rate Stabilization - UVSD Fund               |               |
| 505 | Signalization Fund                   |              | 943     | Sanitation District Capital Improvement Fund |               |
| 506 | Bridge Fund                          |              | 952     | REDIP Sewer Enterprise Fund                  |               |
| 507 | 1998 STIP Augmentation Fund          |              | 960     | Community Redevelopment Agency               |               |
| 508 | SB325 Reimbursement Fund             |              | 961     | RDA Housing Pass-Through                     |               |
| 509 | S.T.P. Fund                          | \$70.28      | 962     | Redevelopment Housing Fund                   |               |
| 510 | Trans-Traffic Congest Relief Fund    |              | 963     | Housing Debt                                 |               |
| 511 | Rail Trail Fund                      |              | 964     | RDA Capital Pass-Through                     |               |
| 600 | Community Development Block Grant    |              | 965     | Redevelopment Capital Improvement Fund       |               |
| 601 | EDBG 94-333 Revolving Loan           |              | 966     | Redevelopment Debt Service                   |               |
| 602 | Community Development Fund           |              | 967     | Housing Bond Proceeds                        |               |
| 603 | 08-HOME-4688                         |              | 968     | Non-Housing Bond Proceeds                    |               |
| 604 | CDBG Grant 09-STBG-6417              |              | 969     | RDA Obligation Retirement Fund               | \$1,092.48    |
| 605 | 11-HOME-7654 Fund                    | \$0.00       | 844/944 | Sewer Capital Projects Fund                  | \$12,000.00   |
| 606 | CDBG Grant 10-EDEF-7261              |              |         |                                              |               |
| 607 | Prop 84 Grant Fund                   |              |         |                                              |               |
| 609 | 13-CDBG-8940                         |              |         |                                              |               |
| 610 | City RDA Projects Fund               |              |         |                                              |               |
| 613 | Home Program Activities              |              |         |                                              |               |
| 620 | CASP Train                           |              |         |                                              |               |
| 630 | Asset Seizure Fund                   |              |         |                                              |               |
| 631 | Asset Seizure Fund (Drug/Alcohol)    |              | 611     | Retainage Withheld                           | \$9,252.30    |
| 633 | H & S Education 11489(B)(2)(A1)      |              |         | CDBG 16-CDBG-11147                           | \$2,031.25    |
| 634 | Federal Asset Seizure Grants         |              |         |                                              |               |
| 635 | SUP Law Enforcement Service Fund     |              |         |                                              |               |
| 636 | CBTHP Officer                        |              |         |                                              |               |
| 637 | Local Law Enforcement Block Grant    |              |         |                                              |               |
| 638 | Asset Forfeiture 11470.2 H & S       |              |         |                                              |               |
| 639 | Special Revenue - Police             |              |         |                                              |               |
| 640 | Parking District Fund                | \$538.33     |         |                                              |               |
| 670 | Federal American Rescue Fund         |              |         |                                              |               |
| 691 | Museum Fund                          |              |         |                                              |               |
| 695 | Transfer Station Fund                |              |         |                                              |               |
| 696 | Sold Waste Mitigation Fund           | \$29,440.00  |         |                                              |               |

PAYROLL CHECK NUMBERS: 509762-509805  
DIRECT DEPOSIT NUMBERS: 108316-108578  
PAYROLL PERIOD: 11/14/21-11/27/21  
PAYROLL CHECK NUMBERS: 509806-509863  
DIRECT DEPOSIT NUMBERS: 108579-108839  
PAYROLL PERIOD: 11/28/21-12/11/21  
PAYROLL CHECK NUMBERS: 509864-509922  
DIRECT DEPOSIT NUMBERS: 108840-109088  
PAYROLL PERIOD: 12/12/21-12/25/21

**VOID CHECK NUMBERS:**

3045452, 3045427, 3045549  
108549

**MANUAL CHECK NUMBERS:**

108578

**WIRE TRANSFER NUMBERS:**

56, 59

TOTAL DEMAND PAYMENTS- A/P CHECKS \$2,557,536.05  
TOTAL DEMAND PAYMENTS- EFT's \$0.00  
TOTAL PAYROLL CHECKS & DIRECT DEPOSITS \$0.00  
TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS) \$0.00

\* vendor name( if applicable)

**TOTAL PAYMENTS**

\$2,557,536.05

**CERTIFICATION OF CITY CLERK**

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

\_\_\_\_\_  
City Clerk

**APPROVAL OF CITY MANAGER**

I have examined this Register and approve same.

\_\_\_\_\_  
City Manager

**CERTIFICATION OF DIRECTOR OF FINANCE**

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

\_\_\_\_\_  
Director of Finance



# Account Code Summary

Attachment 2

|          |                                |          |                                |
|----------|--------------------------------|----------|--------------------------------|
| 10000000 | GENERAL FUND                   | 20012500 | CITY CLERK                     |
| 10017200 | SUCCESSOR AGENCY               | 20012600 | ECONOMIC DEVELOPMENT           |
| 10020000 | POLICE - GEN FUND              | 20012800 | EMERGENCY MANAGEMENT           |
| 10020210 | POLICE PATROL                  | 20013210 | ACCOUNTS PAYABLE               |
| 10020214 | POLICE VOLUNTEERS              | 20013220 | PAYROLL                        |
| 10020216 | COPS GRANT                     | 20013400 | ACCOUNTING                     |
| 10020217 | POLICE ANIMAL CONTROL          | 20013401 | BUDGET MANAGEMENT              |
| 10020218 | POLICE CSO                     | 20014000 | CITY ATTORNEY                  |
| 10020220 | CODE ENFORCEMENT               | 20015100 | CITY TREASURER                 |
| 10020224 | MAJOR CRIMES TASK FORCE        | 20016100 | HUMAN RESOURCES                |
| 10021210 | CITY FIRE                      | 20023510 | HOUSING GRANTS                 |
| 10022100 | PARKS                          | 20023520 | NON-HOUSING GRANTS             |
| 10022300 | AQUATICS                       | 20100000 | WORKER'S COMP FUND             |
| 10022700 | MUSEUM - GEN FUND              | 20116220 | WORKERS COMPENSATION           |
| 10022810 | RECREATION ADMINISTRATION      | 20200000 | LIABILITY FUND                 |
| 10022821 | ADULT BASKETBALL               | 20216200 | RISK MANAGEMENT                |
| 10022822 | ADULT SOFTBALL                 | 20300000 | GARAGE FUND                    |
| 10022824 | CO-ED VOLLEYBALL               | 20324100 | GARAGE                         |
| 10022831 | YOUTH BASKETBALL               | 20324110 | FLEET MAINTENANCE              |
| 10022832 | YOUTH SOFTBALL                 | 20400000 | PURCHASING FUND                |
| 10022840 | DAY CAMP                       | 20413500 | PURCHASING                     |
| 10022850 | CLASSES & CLINICS              | 20413510 | CAPITAL ASSET MANAGEMENT       |
| 10022860 | SPECIAL ACTIVITIES             | 20413520 | GRANTS AND SPECIAL PROJECTS    |
| 10022900 | COMM SVCS SPECIAL SERVICES     | 20414000 | LEGAL SERVICES/EXPENSES        |
| 10023100 | PLANNING SERVICES              | 20500000 | BILLING AND COLLECTION FUND    |
| 10023110 | CURRENT PLANNING               | 20513300 | UTILITY BILLING                |
| 10023300 | BUILDING INSPECTION            | 20513380 | METERING-ELECTRIC              |
| 10023320 | BUILDING INSPECTION            | 20513382 | METERING-WATER                 |
| 10023411 | CDBG GENERAL ADMIN             | 20600000 | PUBLIC SAFETY DISPATCH FUND    |
| 10024200 | ENGINEERING/STREETS            | 20620231 | POLICE UKIAH DISPATCH          |
| 10024210 | ENGINEERING                    | 20620232 | POLICE FT BRAGG DISPATCH       |
| 10024214 | TRAFFIC SIGNAL OPERATIONS      | 20700000 | PAYROLL POSTING FUND           |
| 10024224 | STORM WATER                    | 20800000 | BUILDING & MAINTENANCE         |
| 10024310 | CORP YARD MAINTENANCE          | 20822500 | BUILDING & MAINTENANCE         |
| 10024620 | STREETS                        | 20824300 | BLDG MAINT CORP YARD           |
| 10100000 | GF- (SUB-FUND) VISIT UKIAH     | 20900000 | IT FUND                        |
| 10112700 | GF-(SUB-FUND) VISIT UKIAH      | 20913900 | INFORMATION TECHNOLOGY         |
| 10500000 | MEASURE S GENERAL FUND         | 22000000 | FIXED ASSET FUND               |
| 10521210 | FIRE AUTHORITY                 | 25100000 | SPECIAL PROJECTS RESERVE FUND  |
| 12000000 | STREET REHABILITATION          | 25300000 | PROP 172 FUND                  |
| 12024200 | PUBLIC WORKS ENGINEERING       | 25321210 | CITY FIRE                      |
| 13000000 | GOV'TL DEBT SVC/RESERVE FUND   | 30000000 | PARK DEVELOPMENT FEES FUND     |
| 20000000 | CITY ADMINISTRATIVE SERVICES   | 30022200 | PARK DEVELOPMENT               |
| 20010000 | CITY COUNCIL                   | 30100000 | ANTON STADIUM FUND             |
| 20012100 | CITY MANAGER                   | 30200000 | OBSERVATORY PARK FUND          |
| 20012200 | ADMINISTRATIVE SUPPORT         | 30300000 | PLAYGROUND & PARK AMENITIES FU |
| 20012300 | COMMUNITY OUTREACH/PUBLIC INFO | 30322230 | PLAYGROUND AND PARK AMENITIES  |

# Account Code Summary

Attachment 2

|          |                                |          |                                |
|----------|--------------------------------|----------|--------------------------------|
| 30400000 | SWIMMING POOL FUND             | 63820210 | ASSET FORFEITURE 11470 EXPENDI |
| 30522250 | RIVERSIDE PARK                 | 63900000 | SPECIAL REVENUE POLICE         |
| 30600000 | SKATE PARK FUND                | 64000000 | PKG. DIST. #1 OPER & MAINT FUN |
| 30700000 | SOFTBALL COMPLEX FUND          | 64012600 | ECONOMIC DEVELOPMENT           |
| 31100000 | ARRC GENERAL OPERATING FUND    | 64020213 | POLICE PARKING ENFORCEMENT     |
| 31122000 | ARRC                           | 67000000 | FEDERAL AMERICAN RESCUE FUNDS  |
| 31200000 | DOWNTOWN BUSINESS IMPROVEMENT  | 69500000 | TRANSFER STATION               |
| 31212600 | ECONOMIC DEVELOPMENT           | 69624000 | SOLID WASTE MITIGATION FUND    |
| 31300000 | LMIHF HOUSING ASSET FUND       | 70000000 | SANITARY DISPOSAL SITE FUND    |
| 31323400 | HOUSING                        | 70024500 | LANDFILL 700                   |
| 31323431 | LMI GENERAL ADMIN              | 70124500 | LANDFILL CORRECTIVE            |
| 31500000 | ADVANCED PLANNING FUND         | 70200000 | DISPOSAL CLOSURE RESERVE FUND  |
| 31523100 | COMMUNITY PLANNING             | 70224500 | LANDFILL CLOSURE               |
| 50000000 | GAS TAX FUND                   | 70400000 | POST CLOSURE FUND-SOLID WASTE  |
| 50024214 | TRAFFIC SIGNAL OPERATIONS      | 71000000 | AMBULANCE SERVICES FUND        |
| 50500000 | SIGNALIZATION FUND             | 71021100 | AMBULANCE SERVICES             |
| 50800000 | SB325 REIMBURSEMENT FUND       | 72000000 | GOLF FUND                      |
| 50824210 | SB325 ENGINEERING              | 72022400 | GOLF                           |
| 50900000 | S.T.P.                         | 73000000 | CONFERENCE CENTER FUND         |
| 50924210 | STP ENGINEERING                | 73022600 | CONFERENCE CENTER              |
| 51100000 | RAIL TRAIL FUND                | 77700000 | AIRPORT FUND                   |
| 51124210 | Rail Trail                     | 77714000 | CITY ATTORNEY                  |
| 60000000 | COMM. DEVELOPMT. BLOCK GRANT F | 77725200 | AIRPORT OPERATIONS             |
| 60023411 | CDBG GENERAL ADMIN             | 77800000 | AIRPORT CAPITAL IMPROVEMENT FU |
| 60023412 | CDBG ACTIVITY DELIVERY         | 77825200 | AIRPORT CAPITAL                |
| 61100000 | CDBG 16-CDBG-11147             | 77900000 | SPECIAL AVIATION FUND          |
| 61112600 | CDBG ECONOMIC DEVELOPMENT      | 77925200 | AIRPORT SPECIAL                |
| 61123410 | 16-CDBG-11147                  | 80000000 | ELECTRIC FUND                  |
| 61123411 | CDBG GENERAL ADMIN             | 80014000 | CITY ATTORNEY                  |
| 61200000 | FUND 612 UNASSIGNED            | 80026110 | ELECTRIC OVERHEAD              |
| 61223400 | HOME CDD HOUSING               | 80026120 | ELECTRIC UNDERGROUND           |
| 61223422 | HOME ACTIVITY DELIVERY         | 80026200 | TELEMETRY & CALIBRATION        |
| 61323400 | HOME HOUSING ACTIVITIES        | 80026210 | SUBSTATION                     |
| 61323421 | HOME GENERAL ADMIN             | 80026220 | HYDROELECTRIC PLANT            |
| 62000000 | CASP CERTIF & TRAINING         | 80026400 | ELECTRIC ADMINISTRATION        |
| 62023320 | CASP CERTIF & TRAINING         | 80026440 | POWER PURCHASES                |
| 63000000 | ASSET SEIZURE FUND             | 80100000 | ELECTRIC CAPITAL RESERVE FUND  |
| 63020210 | ASSET SEIZURE EXPENDITURE      | 80126100 | ELECTRIC CIP                   |
| 63300000 | H&S EDUCATION 11489(B)(2)(A1)  | 80126220 | HYDROELECTRIC PLANT            |
| 63320210 | H&S ASSET SEIZURE EXPENDITURE  | 80500000 | STREET LIGHTING FUND           |
| 63400000 | FEDERAL ASSET SEIZURE GRANTS F | 80526150 | STREET LIGHTING                |
| 63420250 | FED ASSET SEIZURE EXPENDITURE  | 80600000 | PUBLIC BENEFITS CHARGES FUND   |
| 63500000 | SUP.LAW ENFORCE.SVC.FD(SLESF)  | 80626450 | PUBLIC BENEFITS                |
| 63520210 | SLESF                          | 80700000 | ELECTRIC CAP AND TRADE FUND    |
| 63600000 | CBTHP OFFICER                  | 80800000 | ELECTRIC LOW CARBON FUEL STDS  |
| 63620210 | CBTHP OFFICER                  | 80826100 | ELECTRIC LOW CARBON FUEL STDS  |
| 63800000 | ASSET FORFEITURE 11470.2 H&S F | 82000000 | WATER FUND                     |

|          |                                |
|----------|--------------------------------|
| 82027110 | WATER                          |
| 82027111 | PROD OPERATIONS & MAINTENANCE  |
| 82027114 | DISTRIB OPERATIONS & MAINT     |
| 82100000 | WATER CAPITAL RESERVE FUND     |
| 82200000 | WATER CONNECTION FEE FUND      |
| 82227113 | WATER DISTRIBUTION CAPITAL     |
| 83000000 | RECYCLED WATER                 |
| 83027330 | RECYCLED WATER                 |
| 84000000 | CITY/DIST. SEWER OPERATING FUN |
| 84027220 | WASTE WATER                    |
| 84027221 | CITY WASTE O & M               |
| 84027225 | WASTE TREATMENT O & M          |
| 84100000 | SEWER BOND DEBT SERVICE FUND   |
| 84127226 | WASTEWATER TREATMENT CAPITAL   |
| 84200000 | RATE STABILIZATION-CITY FUND   |
| 84300000 | CONNECTION FEE SEWER FUND (CAP |
| 84400000 | CITY SEWER CAPITAL PROJECTS FU |
| 84427221 | CITY WASTEWATER O&M 844        |
| 84427222 | CITY WASTE CAPITAL             |
| 90000000 | SPECIAL DEPOSIT TRUST FUND     |
| 91500000 | UKIAH VALLEY FIRE DEPARTMENT   |
| 91521400 | UVFD FIRE ADMINISTRATION       |
| 91600000 | UVFD PROP 172                  |
| 91621400 | UVFD PROP 172                  |
| 91700000 | UVFD MEASURE B UNASSIGNED      |
| 91721400 | UVFD FIRE                      |
| 91800000 | UVFD MITIGATION FEES           |
| 91821400 | UVFD MITIGATION                |
| 96900000 | REDEVELOPMENT OBLIGATION RETIR |
| 96917200 | SUCCESSOR AGENCY               |
| 96995669 | 969 - RDA OBLIGATION RETIREMEN |

# Object Code Summary

Attachment 3

|       |                                |       |                                |
|-------|--------------------------------|-------|--------------------------------|
| 51211 | PERS UNFUNDED LIABILITY        | 54101 | POSTAGE                        |
| 51220 | INSURANCE                      | 54102 | SMALL TOOLS                    |
| 51230 | WORKERS COMP                   | 54103 | LAB SUPPLIES                   |
| 51240 | MEDICARE                       | 54106 | SPECIALTY SUPPLIES             |
| 51260 | FICA                           | 54107 | EMS SUPPLIES                   |
| 51270 | UNIFORM ALLOWANCE              | 54120 | PW - SPECIAL SUPPLIES          |
| 51290 | CELL PHONE STIPEND             | 54121 | PW - ASPHALT CONCRETE          |
| 52100 | CONTRACTUAL SERVICES           | 54122 | PW - AGGREGATE BASE            |
| 52110 | AMBULANCE BILLING              | 54124 | PW - CONCRETE/SUPPLIES         |
| 52111 | DEFIBRILLATOR MAINTENANCE      | 54125 | PW - TRAFFIC PAINT             |
| 52112 | M. S. OVERSIGHT                | 54126 | PW-PREMARKS                    |
| 52113 | PLANNING STUDIES               | 54127 | PW - SIGN POSTS/SHEETING       |
| 52114 | COMPLIANCE STUDIES             | 54128 | PW - COLD PATCH MATERIAL       |
| 52130 | EDUCATIONAL & MARKETING MATL'S | 54129 | PW - TACK OIL                  |
| 52131 | ASSISTANCE TO SENIORS          | 54130 | PW - SAFETY                    |
| 52133 | MONTHLY DISCOUNT PROGRAM       | 54131 | PW - BARRICADES & CONES        |
| 52134 | GENERAL ADMIN                  | 54161 | BACKGROUND & PHYSICALS         |
| 52135 | ENERGY CONSERVATION PROGRAM    | 54162 | ADVERTISING                    |
| 52137 | PUBLIC BENEFITS PROGRAM MGMT   | 54163 | INTERVIEW SUPPLIES             |
| 52139 | RESEARCH DEVELOPMENT & DEMO    | 54165 | NEW EMPLOYEE FINGERPRINT       |
| 52150 | LEGAL SERVICES/EXPENSES        | 54166 | DOT TESTING PROGRAM            |
| 52151 | EMPLOYEE BENEFIT ADMIN FEES    | 54167 | EMPLOYEE DEVELOPMENT           |
| 52155 | ACTIVITY DELIVERY              | 54169 | LIVESCAN                       |
| 52180 | SECURITY SERVICES              | 54201 | PRISONER EXPENSE               |
| 52181 | VOLUNTEER EXPENSES             | 54202 | MAJOR CRIME INVESTIGATIONS     |
| 52301 | PROPERTY TAX ADMIN FEE         | 54203 | RECRUITMENT                    |
| 52304 | LAFCO FEES AND PROP TAX EXP    | 54320 | SOFTWARE                       |
| 52500 | TRUSTEE FEES                   | 54330 | COMPUTER AND TECHNOLOGY        |
| 52510 | ADVERTISING & PROMOTION        | 54500 | EQUIP RENTS AND LEASES         |
| 52515 | ADVERTISING & PUBLICATION      | 54700 | FINES & PENALTIES              |
| 52521 | LIABILITY INSURANCE PREMIUM    | 55100 | TELEPHONE                      |
| 52522 | LIABILITY & PROPERTY DEDUCT    | 55200 | PG&E                           |
| 52524 | PROPERTY INSURANCE PREMIUM     | 55210 | UTILITIES                      |
| 52525 | WORKER'S COMP. EXPENSE         | 56100 | VEHICLE & EQUIPMENT MAINT. & R |
| 52526 | REMIF ASSESSMENT PAYMENTS      | 56112 | EQUIPMENT PARTS FOR RESALE     |
| 52527 | A.D.P. PREMIUM & DEDUCTIBLE    | 56120 | EQUIPMENT MAINTENANCE & REPAIR |
| 52528 | LIABILITY INSURANCE            | 56125 | LAB EQUIP-REPAIR & MAINT.      |
| 52529 | EARTHQUAKE & FLOOD (DIC)       | 56130 | EXTERNAL SERVICES              |
| 52532 | SAFETY & TRAINING SUPPORT      | 56210 | FUEL & FLUIDS                  |
| 52533 | UVFA RETIREE HEALTH INS        | 56300 | BUILDING MAINT. & REPAIR       |
| 52600 | RENT                           | 56410 | EQUIPMENT RENTAL - PRIVATE     |
| 52601 | DATA STORAGE & CONNECTIVITY    | 56504 | FACILITY MAINTENANCE & REPAIR  |
| 52602 | RENTAL OF CITY PROPERTY        | 56600 | AIRFIELD MAINTENANCE & REPAIR  |
| 52841 | SUCCESSOR AGENCY ADMIN         | 57100 | LEARNING AND DEVELOPMENT       |
| 53000 | LAWSUIT SETTLEMENT             | 57101 | CONF & TRAINING-AQUATICS       |
| 54100 | SUPPLIES                       | 57300 | MEMBERSHIPS & SUBSCRIPTIONS    |



58101 NCPA PLANT GENERATION  
58102 NCPA POWER PURCHASES  
58103 NCPA TRANSMISSION  
58104 NCPA MANAGEMENT SERVICES  
58105 NCPA THIRD PARTY SALES  
58202 CHEMICALS  
58401 AVIATION FUEL  
58410 GARAGE LUBRICANTS & PARTS  
58510 REIMBURSABLE JOBS  
59100 PROPERTY TAXES PAID  
59101 FEES  
59102 FRANCHISE FEES  
59105 CONTRIBUTIONS TO OTHER AGENCY  
59106 SENIOR TRASH SUBSIDY  
59108 BANK FEES  
59400 OTHER EXPENSES  
59500 LOANS ISSUED  
59502 SCHOLARSHIPS  
61200 PURCHASING ALLOCATION  
61300 BILLING & COLLECTION ALLOCATIO  
61410 RENT ALLOCATION  
61420 BUILDING MAINTENANCE ALLOCATIO  
61422 IT ALLOCATION  
61430 CORP YARD ALLOCATION  
61500 INSURANCE ALLOCATION  
61600 GARAGE ALLOCATION  
61700 DISPATCH  
62100 ADMIN & OVERHEAD ALLOCATION  
63000 INTERFUND SERVICES USED  
70101 LOAN PAYMENTS MADE  
70102 BOND INTEREST EXPENSE  
70103 LOAN INTEREST  
70201 LOAN PRINCIPAL PAYMENTS  
70202 BOND PRINCIPAL PAYMENTS  
74500 CAPITAL LEASE PRINCIPAL  
74501 CAPITAL LEASE INTEREST  
80100 MACHINERY & EQUIPMENT  
80210 LAND ACQUISITION  
80220 BUILDING IMPROVEMENTS  
80230 INFRASTRUCTURE  
90100 LOAN PROCEEDS  
90101 LOAN PAYMENT RECEIVED

# List of Checks Presented for Approval on 12/3/2021

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

Signature

## Invoices

| Vendor Name             | Invoice #      | Invoice Description            | Invoice Amt | Account Detail and Allocation Detail |                             |                   |
|-------------------------|----------------|--------------------------------|-------------|--------------------------------------|-----------------------------|-------------------|
| AIRGAS INC              | 9119036352     | UN1956 COMPRESSED GAS          | \$314.21    | 84027225-54100                       | SUPPLIES                    | \$314.21          |
|                         |                |                                |             |                                      | <b>Vendor Total:</b>        | <b>\$314.21</b>   |
| ALPINE AWARDS           | 5548364        | GILDAN #18500 HEAVY BLEND HOOD | \$2,787.68  | 10022840-54100                       | SUPPLIES                    | \$2,787.68        |
|                         |                |                                |             |                                      | <b>Vendor Total:</b>        | <b>\$2,787.68</b> |
| AMAZON CAPITAL SERVICES | 1379-QJ9H-LWKN | SPEAKER MIC MICROPHONE         | \$18.89     | 73022600-54330                       | COMPUTER AND TECHNOLOGY     | \$18.89           |
|                         | 1RPX-3XFT-CGT1 | STREAMLIGHT FLASHLIGHT         | \$163.25    | 10022100-56130                       | EXTERNAL SERVICES           | \$163.25          |
|                         | 1GVT-DL49-HRCL | RENEW STANDARD METHODS         | \$293.81    | 84027225-57300                       | MEMBERSHIPS & SUBSCRIPTIONS | \$293.81          |
|                         | 1GTG-QW3F-GFYV | TIRE AIR CHUCK, PRESSURE GUAGE | \$88.89     | 20324100-54102                       | SMALL TOOLS                 | \$88.89           |
|                         | 1LF3-W9CL-CQGR | PORTABLE BLUETOOTH SPEAKER     | \$144.20    | 90000000-23256                       | SPECIAL EVENTS TRUST        | \$144.20          |
|                         | 11FT-YWVF-XKL7 | DAYCAMP                        | \$860.45    | 10022840-54100                       | SUPPLIES                    | \$860.45          |
|                         | 1TH7-G16H-6JRL | DAYCAMP                        | \$908.43    | 10022840-54100                       | SUPPLIES                    | \$908.43          |
|                         | 17MK-QDGN-XWQT | IMPELLER PUMP REPAIR KIT       | \$70.86     | 20324100-54100                       | SUPPLIES                    | \$70.86           |
|                         | 1X63-QKX3-RH4T | UKIAH ON ICE SUPPLIES          | \$676.97    | 31422860-54100                       | SUPPLIES                    | \$676.97          |
|                         |                |                                |             |                                      | <b>Vendor Total:</b>        | <b>\$3,225.75</b> |
| AT&T                    | 2463 OCT 21    | FAX SERVICES - S STATION       | \$50.68     | 10521210-55100                       | TELEPHONE                   | \$50.68           |
|                         | 2463 NOV 21    | FAX SERVICES - S STATION       | \$56.82     | 10521210-55100                       | TELEPHONE                   | \$56.82           |
|                         |                |                                |             |                                      | <b>Vendor Total:</b>        | <b>\$107.50</b>   |
| BRANDON COLLIS BEGLEY   | 2              | ALS MEDICAL DIRECTION OVERSIGH | \$500.00    | 10521210-52112                       | M. S. OVERSIGHT             | \$250.00          |
|                         |                |                                |             | 71021100-52112                       | M. S. OVERSIGHT             | \$250.00          |
|                         | 3              | ALS MEDICAL DIRECTION OVERSIGH | \$500.00    | 10521210-52112                       | M. S. OVERSIGHT             | \$250.00          |
|                         |                |                                |             | 71021100-52112                       | M. S. OVERSIGHT             | \$250.00          |
|                         | 4              | ALS MEDICAL DIRECTION OVERSIGH | \$500.00    | 10521210-52112                       | M. S. OVERSIGHT             | \$250.00          |
|                         |                |                                |             | 71021100-52112                       | M. S. OVERSIGHT             | \$250.00          |
|                         | 5              | ALS MEDICAL DIRECTION OVERSIGH | \$500.00    | 10521210-52112                       | M. S. OVERSIGHT             | \$250.00          |

# List of Checks Presented for Approval on 12/3/2021

## Invoices

| Vendor Name                                   | Invoice #   | Invoice Description            | Invoice Amt | Account Detail and Allocation Detail |                             |            |                |                          |          |
|-----------------------------------------------|-------------|--------------------------------|-------------|--------------------------------------|-----------------------------|------------|----------------|--------------------------|----------|
| BRANDON COLLIS BEGLEY                         | 5           | ALS MEDICAL DIRECTION OVERSIGH | \$500.00    | 71021100-52112                       | M. S. OVERSIGHT             | \$250.00   |                |                          |          |
|                                               | 6           | ALS MEDICAL DIRECTION OVERSIGH | \$500.00    | 10521210-52112                       | M. S. OVERSIGHT             | \$250.00   |                |                          |          |
|                                               |             |                                |             | 71021100-52112                       | M. S. OVERSIGHT             | \$250.00   |                |                          |          |
|                                               | 1           | ALS MEDICAL DIRECTION OVERSIGH | \$4,500.00  | 10521210-52112                       | M. S. OVERSIGHT             | \$2,250.00 |                |                          |          |
|                                               |             |                                |             | 71021100-52112                       | M. S. OVERSIGHT             | \$2,250.00 |                |                          |          |
| Vendor Total:                                 |             |                                |             |                                      |                             | \$7,000.00 |                |                          |          |
| BSN SPORTS LLC                                | 914507754   | MACGREGOR #MCBBX425 JUNIOR SIZ | \$1,293.44  | 10022810-54100                       | SUPPLIES                    | \$105.44   |                |                          |          |
|                                               |             |                                |             | 10022831-54100                       | SUPPLIES                    | \$1,188.00 |                |                          |          |
|                                               |             |                                |             | Vendor Total:                        |                             | \$1,293.44 |                |                          |          |
| CA ASSOCIATION FOR LOCAL ECONOMIC DEVELOPMENT | 300003462   | MEMBERSHIP RENEWAL             | \$350.00    | 20012600-57300                       | MEMBERSHIPS & SUBSCRIPTIONS | \$350.00   |                |                          |          |
|                                               |             |                                |             |                                      |                             |            | Vendor Total:  |                          | \$350.00 |
| CAROL GOLDBERG                                | DV110221    | INSTRUCTOR                     | \$98.00     | 10022850-52100                       | CONTRACTUAL SERVICES        | \$98.00    |                |                          |          |
|                                               |             |                                |             |                                      |                             |            | Vendor Total:  |                          | \$98.00  |
| CHRISTOPHER LONG                              | TA 12/10/21 | TRAVEL ADVANCE                 | \$60.00     | 10020210-57100                       | LEARNING AND DEVELOPMENT    | \$60.00    |                |                          |          |
|                                               |             |                                |             |                                      |                             |            | Vendor Total:  |                          | \$60.00  |
| CITIBANK N.A.                                 | 138069      | MODEL 408 MANUAL STAMP MACHINE | \$2,205.00  | 90000000-20210                       | BASIC TAX 7.5%              | (\$189.04) |                |                          |          |
|                                               |             |                                |             | 82027111-54100                       | SUPPLIES                    | \$47.26    |                |                          |          |
|                                               |             |                                |             | 82027111-54100                       | SUPPLIES                    | \$551.25   |                |                          |          |
|                                               |             |                                |             | 82027114-54100                       | SUPPLIES                    | \$47.26    |                |                          |          |
|                                               |             |                                |             | 82027114-54100                       | SUPPLIES                    | \$551.25   |                |                          |          |
|                                               |             |                                |             | 84027221-54100                       | SUPPLIES                    | \$47.26    |                |                          |          |
|                                               |             |                                |             | 84027221-54100                       | SUPPLIES                    | \$551.25   |                |                          |          |
|                                               |             |                                |             | 84027225-54100                       | SUPPLIES                    | \$47.26    |                |                          |          |
|                                               |             |                                |             | 84027225-54100                       | SUPPLIES                    | \$551.25   |                |                          |          |
|                                               |             |                                |             | SF-D 25362                           | REMARKABLE SOFTWARE         | \$617.32   | 20012100-54330 | COMPUTER AND TECHNOLOGY  | \$617.32 |
|                                               |             |                                |             | SF-D 25378                           | REGISTRATION - P INFANTE    | \$375.00   | 10020210-57100 | LEARNING AND DEVELOPMENT | \$375.00 |
|                                               |             |                                |             | SF-D 25372                           | T-SHIRTS                    | \$53.38    | 10024620-54120 | PW - SPECIAL SUPPLIES    | \$53.38  |
|                                               |             |                                |             | SF-D 25375                           | CARHARTT SHIRTS             | \$265.60   | 10024620-54120 | PW - SPECIAL SUPPLIES    | \$265.60 |

# List of Checks Presented for Approval on 12/3/2021

## Invoices

| Vendor Name             | Invoice #      | Invoice Description                | Invoice Amt | Account Detail and Allocation Detail |                                |            |
|-------------------------|----------------|------------------------------------|-------------|--------------------------------------|--------------------------------|------------|
| CITIBANK N.A.           | SF-D 25360     | PRO-ANNUAL SOFTWARE                | \$792.00    | 10022100-54320                       | SOFTWARE                       | \$792.00   |
|                         | SF-D 25364     | ADOBE PHOTOGRAPHY PLAN             | \$119.88    | 10022700-54320                       | SOFTWARE                       | \$119.88   |
|                         | SF-D 23713     | HAUNTED HOUSE SUPPLIES             | \$58.02     | 90000000-23256                       | SPECIAL EVENTS TRUST           | \$58.02    |
|                         | MRA102821      | FLASH LIGHTS                       | \$93.63     | 90000000-23256                       | SPECIAL EVENTS TRUST           | \$93.63    |
|                         | SF-D 23710     | HAUNTED HOUSE SUPPLIES             | \$97.50     | 90000000-23256                       | SPECIAL EVENTS TRUST           | \$97.50    |
|                         | SF-D 23707     | HAUNTED HOUSE SUPPLIES             | \$213.01    | 90000000-23256                       | SPECIAL EVENTS TRUST           | \$213.01   |
|                         | SF-D 25369     | SLOAN EHD-502 WHITE HARD DRYER     | \$479.70    | 10022100-54100                       | SUPPLIES                       | \$479.70   |
|                         | SF-D 25384     | COMMERCIAL FOOD WARMER             | \$653.77    | 10022300-54100                       | SUPPLIES                       | \$150.03   |
|                         |                |                                    |             | 10022840-54100                       | SUPPLIES                       | \$150.04   |
|                         |                |                                    |             | 10022840-54100                       | SUPPLIES                       | \$353.70   |
|                         | SF-D 23705     | DAYCAMP                            | \$39.16     | 10022840-54100                       | SUPPLIES                       | \$39.16    |
|                         | SF-D 23704     | DAYCAMP - COSTUMES                 | \$99.00     | 10022840-54100                       | SUPPLIES                       | \$99.00    |
|                         | SF-D 23708     | DAYCAMP                            | \$203.39    | 10022840-54100                       | SUPPLIES                       | \$203.39   |
|                         | SF-D 23709     | DAYCAMP                            | \$428.27    | 10022840-54100                       | SUPPLIES                       | \$428.27   |
|                         | SF-D 25368     | FACE MASKS                         | \$435.43    | 20012200-54100                       | SUPPLIES                       | \$435.43   |
|                         | SF-D 25363     | TACKBOARD                          | \$46.22     | 20023510-54100                       | SUPPLIES                       | \$46.22    |
| Vendor Total:           |                |                                    |             |                                      |                                | \$7,275.28 |
| CODE PUBLISHING COMPANY | 71405          | CODIFICATION SERVICES AS PER A     | \$350.25    | 20012500-52100                       | CONTRACTUAL SERVICES           | \$350.25   |
|                         |                |                                    |             |                                      | Vendor Total:                  | \$350.25   |
| COLE GOWAN              | TA 12/13-15/21 | TRAVEL ADVANCE                     | \$970.56    | 84027225-57100                       | LEARNING AND DEVELOPMENT       | \$970.56   |
|                         |                |                                    |             |                                      | Vendor Total:                  | \$970.56   |
| COMCAST                 | 0472 OCT 21    | INTERNET SERVICES                  | \$171.77    | 20913900-55100                       | TELEPHONE                      | \$171.77   |
|                         |                |                                    |             |                                      | Vendor Total:                  | \$171.77   |
| DAVID WEBER             | DV112421       | INSTRUCTOR                         | \$168.00    | 10022850-52100                       | CONTRACTUAL SERVICES           | \$168.00   |
|                         | DV112421 1     | INSTRUCTOR                         | \$392.00    | 10022850-52100                       | CONTRACTUAL SERVICES           | \$392.00   |
|                         |                |                                    |             |                                      | Vendor Total:                  | \$560.00   |
| DC FROST ASSOCIATES INC | 43004          | SHEAR PIN KIT                      | \$405.97    | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$405.97   |
|                         |                |                                    |             |                                      | Vendor Total:                  | \$405.97   |
| DEEP VALLEY SECURITY    | 384704         | 1" SURFACE MOUNT, LABOR AND TRAVEL | \$282.66    | 73022600-56300                       | BUILDING MAINT. & REPAIR       | \$282.66   |
|                         |                |                                    |             |                                      | Vendor Total:                  | \$282.66   |



# List of Checks Presented for Approval on 12/3/2021

## Invoices

| Vendor Name                        | Invoice #      | Invoice Description              | Invoice Amt | Account Detail and Allocation Detail |                                |             |
|------------------------------------|----------------|----------------------------------|-------------|--------------------------------------|--------------------------------|-------------|
| DEPARTMENT OF JUSTICE              | 547070         | CHEM/TEST REORT CRIMINAL INVES   | \$350.00    | 10020210-52100                       | CONTRACTUAL SERVICES           | \$350.00    |
|                                    |                |                                  |             |                                      | Vendor Total:                  | \$350.00    |
| DEPT OF FORESTRY & FIRE PROTECTION | 0000001304949A | DISPATCHING SERVICES - 1-YEAR    | \$20,029.47 | 10521210-52100                       | CONTRACTUAL SERVICES           | \$20,029.47 |
|                                    |                |                                  |             |                                      | Vendor Total:                  | \$20,029.47 |
| DOUGLAS ERIC JOHNSON               | DV120121       | PLANNING COMMISSION STIPEND      | \$700.00    | 20010000-51121                       | PLANNING COMMISSION STIPENDS   | \$700.00    |
|                                    |                |                                  |             |                                      | Vendor Total:                  | \$700.00    |
| EUREKA OXYGEN CO                   | DM00828663     | RENTAL OF CYLINDERS              | \$21.50     | 10521210-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$21.50     |
|                                    | DM00827743     | RENTAL OF CYLINDERS              | \$22.05     | 10521210-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$22.05     |
|                                    | 469785         | EQUIPMENT MAINTENANCE            | \$620.79    | 10022100-54100                       | SUPPLIES                       | \$620.79    |
|                                    |                |                                  |             |                                      | Vendor Total:                  | \$664.34    |
| FASTENAL                           | CAUKA44424     | MISC. SUPPLIES AS NEEDED         | \$38.66     | 20324100-56112                       | EQUIPMENT PARTS FOR RESALE     | \$38.66     |
|                                    |                |                                  |             |                                      | Vendor Total:                  | \$38.66     |
| FEDERAL EXPRESS                    | 7-563-30222    | SHIPPING SERVICES                | \$108.84    | 10020210-54101                       | POSTAGE                        | \$66.15     |
|                                    |                |                                  |             | 20013400-54101                       | POSTAGE                        | \$42.69     |
|                                    | 7-570-79991    | SHIPPING SERVICES                | \$44.83     | 20513382-54101                       | POSTAGE                        | \$44.83     |
|                                    |                |                                  |             |                                      | Vendor Total:                  | \$153.67    |
| FINANCIAL PACIFIC LEASING INC      | 53680746       | MUNICIPAL LEASE AGREEMENT - FI   | \$19,441.08 | 25300000-70103                       | LOAN INTEREST                  | \$1,975.39  |
|                                    |                |                                  |             | 91600000-70103                       | LOAN INTEREST                  | \$1,975.40  |
|                                    |                |                                  |             | 25300000-70101                       | LOAN PAYMENTS MADE             | \$7,745.15  |
|                                    |                |                                  |             | 91600000-70101                       | LOAN PAYMENTS MADE             | \$7,745.14  |
|                                    |                |                                  |             |                                      | Vendor Total:                  | \$19,441.08 |
| FLEETPRIDE                         | 85796940       | REPLACEMENT LENS, MINIATURE BULB | \$19.78     | 10024620-56130                       | EXTERNAL SERVICES              | \$19.78     |
|                                    |                |                                  |             |                                      | Vendor Total:                  | \$19.78     |
| GENERAL SERVICES AGENCY            | DEC 21         | SPANISH MTN SUBLEASE MO RENT-    | \$50.00     | 20620231-52100                       | CONTRACTUAL SERVICES           | \$50.00     |
|                                    |                |                                  |             |                                      | Vendor Total:                  | \$50.00     |
| GHILOTTI CONSTRUCTION COMPANY INC  | 5909*13        | DOWNTOWN STREETSCAPE & ROAD DI   | \$85,519.00 | 12024200-80230                       | INFRASTRUCTURE                 | \$85,519.00 |
|                                    |                |                                  |             |                                      | Vendor Total:                  | \$85,519.00 |

# List of Checks Presented for Approval on 12/3/2021

## Invoices

| Vendor Name                                | Invoice #     | Invoice Description                         | Invoice Amt | Account Detail and Allocation Detail |                                |            |
|--------------------------------------------|---------------|---------------------------------------------|-------------|--------------------------------------|--------------------------------|------------|
| GOLDEN STATE EMERGENCY VEHICLE SERVICE INC | CI031254      | LIGHT, AMDOR LUMA BAR                       | \$441.25    | 10521210-56130                       | EXTERNAL SERVICES              | \$441.25   |
| Vendor Total: .....                        |               |                                             |             |                                      |                                | \$441.25   |
| HOME DEPOT CREDIT SERVICES                 | 4014163       | DECKMATE III                                | \$43.42     | 82027111-56300                       | BUILDING MAINT. & REPAIR       | \$43.42    |
|                                            | 360032        | CORRUGATED 29G FALC, DECKMATE III, AAA      | \$1,156.58  | 82027111-56300                       | BUILDING MAINT. & REPAIR       | \$1,156.58 |
|                                            | 3014263       | LUMEN LED UTILITY LIGHT, PTFE TAPE, STARTER | \$107.86    | 84027225-56300                       | BUILDING MAINT. & REPAIR       | \$107.86   |
|                                            | 1014342       | EPOXYS KIT PREMIUM CLEAR                    | \$130.65    | 84027225-56300                       | BUILDING MAINT. & REPAIR       | \$130.65   |
|                                            | 5024083       | RUST CLEAN, LOCK POLE, SCRUB BRUSH          | \$137.43    | 84027225-56300                       | BUILDING MAINT. & REPAIR       | \$137.43   |
|                                            | 4360092       | COPPER GREEN, PRES QTS, 6' CORRUGATED 29G   | \$36.05     | 82027111-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$36.05    |
|                                            | 4014612       | BENGEE, DRAIN BLADDER, PIPES                | \$162.84    | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$162.84   |
|                                            | 1014329       | SELF LEVEL CONCRETE, GUTTER CLEAR           | \$16.07     | 20324100-56112                       | EQUIPMENT PARTS FOR RESALE     | \$16.07    |
|                                            | 8014876       | COMPACT WIDE BLADE, BLADE TAPE              | \$38.30     | 82027111-54102                       | SMALL TOOLS                    | \$38.30    |
|                                            | 4024188       | AC/DC CLAMP METER                           | \$97.95     | 84027225-54102                       | SMALL TOOLS                    | \$97.95    |
|                                            | 7025390       | RIDGID 10 IN TABLE                          | \$521.47    | 84027225-54102                       | SMALL TOOLS                    | \$521.47   |
|                                            | 74593         | HAUNTED HOUSE SUPPLIES                      | \$388.50    | 90000000-23256                       | SPECIAL EVENTS TRUST           | \$388.50   |
|                                            | 8270552       | NUPLA 48IN MCLEAOD FIRE TOOL                | \$87.08     | 10022100-54100                       | SUPPLIES                       | \$87.08    |
|                                            | 3014250       | DAYCAMP                                     | \$194.18    | 10022840-54100                       | SUPPLIES                       | \$194.18   |
|                                            | 9510910       | FERRULES, PINS, WIRE LOCK PINS              | \$21.47     | 80026110-54100                       | SUPPLIES                       | \$21.47    |
|                                            | 4014199       | BLACK UTILITY HANGER                        | \$22.73     | 80026110-54100                       | SUPPLIES                       | \$22.73    |
|                                            | 8024611       | VAC FILTER                                  | \$32.63     | 80026120-54100                       | SUPPLIES                       | \$32.63    |
|                                            | 2360065       | DECKMATE III                                | \$48.93     | 82027111-54100                       | SUPPLIES                       | \$48.93    |
|                                            | 4025610       | 3"NON-MAKING SWIVEL                         | \$130.48    | 84027225-54100                       | SUPPLIES                       | \$130.48   |
|                                            | 5221161       | 6SHELF WIRE UNIT, 3"NON-MAKING SWIVEL       | \$638.83    | 84027225-54100                       | SUPPLIES                       | \$638.83   |
| Vendor Total: .....                        |               |                                             |             |                                      |                                | \$4,013.45 |
| IAN BROESKE                                | TR 1/5-7/21   | TRAVEL REIMBURSEMENT                        | (\$5.92)    | 10521210-57100                       | LEARNING AND DEVELOPMENT       | (\$5.92)   |
|                                            | TR 12/8-10/20 | TRAVEL REIMBURSEMENT                        | \$63.84     | 10521210-57100                       | LEARNING AND DEVELOPMENT       | \$63.84    |

# List of Checks Presented for Approval on 12/3/2021

## Invoices

| Vendor Name                    | Invoice #      | Invoice Description                             | Invoice Amt | Account Detail and Allocation Detail |                              |             |
|--------------------------------|----------------|-------------------------------------------------|-------------|--------------------------------------|------------------------------|-------------|
| IAN BROESKE                    | TR 1/12-15/21  | TRAVEL REIMBURSEMENT                            | \$159.86    | 10521210-57100                       | LEARNING AND DEVELOPMENT     | \$159.86    |
|                                | TR 8/24-25/21  | TRAVEL REIMBURSEMENT                            | \$366.06    | 10521210-57100                       | LEARNING AND DEVELOPMENT     | \$366.06    |
|                                | TR 8/31-9/2/21 | TRAVEL REIMBURSEMENT                            | \$1,178.25  | 10521210-57100                       | LEARNING AND DEVELOPMENT     | \$1,178.25  |
| Vendor Total:                  |                |                                                 |             |                                      |                              | \$1,762.09  |
| INTERNATIONAL CODE COUNCIL INC | 1001421643     | 18 PERMIT TECH STUDY, 18 BASIC CODE ENFORCEMENT | \$119.44    | 10023320-57100                       | LEARNING AND DEVELOPMENT     | \$119.44    |
|                                | 1001424537     | SP 18 IBC CODE & STUDY PACK                     | \$194.89    | 10023320-57100                       | LEARNING AND DEVELOPMENT     | \$194.89    |
|                                | 3322337        | MEMBERSHIP - M KEIZER                           | \$145.00    | 10023320-57300                       | MEMBERSHIPS & SUBSCRIPTIONS  | \$145.00    |
| Vendor Total:                  |                |                                                 |             |                                      |                              | \$459.33    |
| JOSE RUIZ                      | BA FY21/22     | BOOT ALLOWANCE                                  | \$150.00    | 20822500-54100                       | SUPPLIES                     | \$150.00    |
| Vendor Total:                  |                |                                                 |             |                                      |                              | \$150.00    |
| JOSHUA WILLIAMS                | 84228          | PLANTS FOR RAILTRAIL                            | \$118.27    | 10022100-54100                       | SUPPLIES                     | \$118.27    |
| Vendor Total:                  |                |                                                 |             |                                      |                              | \$118.27    |
| JUDY CHAN                      | DEC 21         | PARKS DEPT. OFFICE LEASE - 185                  | \$1,470.00  | 10022100-52600                       | RENT                         | \$1,470.00  |
| Vendor Total:                  |                |                                                 |             |                                      |                              | \$1,470.00  |
| KAREN ROCKEL                   | TA 12/12-15/21 | TRAVEL ADVANCE                                  | \$480.44    | 20620232-57100                       | LEARNING AND DEVELOPMENT     | \$480.44    |
| Vendor Total:                  |                |                                                 |             |                                      |                              | \$480.44    |
| KERRY RANDALL                  | DV113021       | REIMBURSEMENT - LIGHTS                          | \$781.07    | 20822500-56300                       | BUILDING MAINT. & REPAIR     | \$781.07    |
| Vendor Total:                  |                |                                                 |             |                                      |                              | \$781.07    |
| KIMBALL MIDWEST                | 9361462        | GARAGE SUPPLIES                                 | \$446.59    | 20324100-56112                       | EQUIPMENT PARTS FOR RESALE   | \$446.59    |
| Vendor Total:                  |                |                                                 |             |                                      |                              | \$446.59    |
| KP PUBLIC AFFAIRS LLC          | 42048          | COMMUNITY OUTREACH PROF SVCS                    | \$10,000.00 | 20012300-52100                       | CONTRACTUAL SERVICES         | \$10,000.00 |
| Vendor Total:                  |                |                                                 |             |                                      |                              | \$10,000.00 |
| LAURA CHRISTENSEN              | DV120121       | PLANNING COMMISSION STIPEND                     | \$700.00    | 20010000-51121                       | PLANNING COMMISSION STIPENDS | \$700.00    |
| Vendor Total:                  |                |                                                 |             |                                      |                              | \$700.00    |
| LUKE HANSEN                    | BA FY21/22     | BOOT ALLOWANCE                                  | \$150.00    | 10022100-54100                       | SUPPLIES                     | \$150.00    |
| Vendor Total:                  |                |                                                 |             |                                      |                              | \$150.00    |
| LYMAN GROUP INC                | 1764435        | STRAW WHEAT, MENDO EROSION BARLEY MIX           | \$90.83     | 10024620-54120                       | PW - SPECIAL SUPPLIES        | \$90.83     |

# List of Checks Presented for Approval on 12/3/2021

## Invoices

| Vendor Name                    | Invoice #      | Invoice Description                  | Invoice Amt | Account Detail and Allocation Detail |                              |            |
|--------------------------------|----------------|--------------------------------------|-------------|--------------------------------------|------------------------------|------------|
| LYMAN GROUP INC                | 1762452        | TRAP LIVE DDLT4                      | \$256.72    | 10024620-54120                       | PW - SPECIAL SUPPLIES        | \$256.72   |
|                                | 1762314        | TURF ROYALE 50LB                     | \$460.00    | 10022100-54100                       | SUPPLIES                     | \$460.00   |
|                                | 1762239        | HYDRO 50LB. MAX SOIL BUILDER         | \$77.50     | 82027111-54100                       | SUPPLIES                     | \$77.50    |
| Vendor Total:                  |                |                                      |             |                                      |                              | \$885.05   |
| MARK CLEMENTI PHD              | 11-15-21PD     | PRE-EMPLOYMENT PSYCHOLOGICAL EVAL    | \$774.00    | 10020210-54161                       | BACKGROUND & PHYSICALS       | \$774.00   |
| Vendor Total:                  |                |                                      |             |                                      |                              | \$774.00   |
| MARK HILLIKER                  | DV120121       | PLANNING COMMISSION STIPEND          | \$700.00    | 20010000-51121                       | PLANNING COMMISSION STIPENDS | \$700.00   |
| Vendor Total:                  |                |                                      |             |                                      |                              | \$700.00   |
| MATTHEW STOUT                  | TA 12/12-15/21 | TRAVEL ADVANCE                       | \$555.98    | 10020210-57100                       | LEARNING AND DEVELOPMENT     | \$555.98   |
| Vendor Total:                  |                |                                      |             |                                      |                              | \$555.98   |
| MEAD & HUNT INC                | 324280         | DESIGN SVCS PAPI & REIL REPLAC       | \$2,505.64  | 77825200-80230                       | INFRASTRUCTURE               | \$2,505.64 |
| Vendor Total:                  |                |                                      |             |                                      |                              | \$2,505.64 |
| MENDOCINO COUNTY TAX COLLECTOR | 1025772 21/22  | 21/22 PROPERTY TAXES 1ST INSTALLMENT | \$137.76    | 10022100-59100                       | PROPERTY TAXES PAID          | \$137.76   |
|                                | 1095450 21/22  | 21/22 PROPERTY TAXES 1ST INSTALLMENT | \$605.50    | 10022100-59100                       | PROPERTY TAXES PAID          | \$605.50   |
|                                | 1036381 21/22  | 21/22 PROPERTY TAXES 1ST INSTALLMENT | \$410.03    | 70024500-59100                       | PROPERTY TAXES PAID          | \$410.03   |
|                                | 1080766 21/22  | 21/22 PROPERTY TAXES 1ST INSTALLMENT | \$1,067.44  | 70024500-59100                       | PROPERTY TAXES PAID          | \$1,067.44 |
|                                | 1052352 21/22  | 21/22 PROPERTY TAXES 1ST INSTALLMENT | \$633.45    | 77725200-59100                       | PROPERTY TAXES PAID          | \$633.45   |
|                                | 1044850 21/22  | 21/22 PROPERTY TAXES 1ST INSTALLMENT | \$440.29    | 82027110-59100                       | PROPERTY TAXES PAID          | \$440.29   |
|                                | 1144877 21/22  | 21/22 PROPERTY TAXES 1ST INSTALLMENT | \$440.60    | 82027110-59100                       | PROPERTY TAXES PAID          | \$440.60   |
|                                | 1118708 21/22  | 21/22 PROPERTY TAXES 1ST INSTALLMENT | \$492.81    | 82027110-59100                       | PROPERTY TAXES PAID          | \$492.81   |
|                                | 1102685 21/22  | 21/22 PROPERTY TAXES 1ST INSTALLMENT | \$692.56    | 82027110-59100                       | PROPERTY TAXES PAID          | \$692.56   |
|                                | 1017390 21/22  | 21/22 PROPERTY TAXES 1ST INSTALLMENT | \$782.45    | 82027110-59100                       | PROPERTY TAXES PAID          | \$782.45   |
|                                | 1080831 21/22  | 21/22 PROPERTY TAXES 1ST INSTALLMENT | \$822.77    | 82027110-59100                       | PROPERTY TAXES PAID          | \$822.77   |
|                                | 1019922 21/22  | 21/22 PROPERTY TAXES 1ST INSTALLMENT | \$1,380.22  | 82027110-59100                       | PROPERTY TAXES PAID          | \$1,380.22 |



# List of Checks Presented for Approval on 12/3/2021

## Invoices

| Vendor Name                     | Invoice #     | Invoice Description                          | Invoice Amt | Account Detail and Allocation Detail |                                |             |
|---------------------------------|---------------|----------------------------------------------|-------------|--------------------------------------|--------------------------------|-------------|
| MENDOCINO COUNTY TAX COLLECTOR  | 1039405 21/22 | 21/22 PROPERTY TAXES 1ST INSTALLMENT         | \$3,402.30  | 82027110-59100                       | PROPERTY TAXES PAID            | \$3,402.30  |
|                                 | 1078734 21/22 | 21/22 PROPERTY TAXES 1ST INSTALLMENT         | \$1,059.62  | 84027225-59100                       | PROPERTY TAXES PAID            | \$1,059.62  |
|                                 | 1080835 21/22 | 21/22 PROPERTY TAXES 1ST INSTALLMENT         | \$2,509.93  | 84027225-59100                       | PROPERTY TAXES PAID            | \$2,509.93  |
| Vendor Total:                   |               |                                              |             |                                      |                                | \$14,877.73 |
| MICHELLE N JOHNSON              | DV120121      | PLANNING COMMISSION STIPEND                  | \$700.00    | 20010000-51121                       | PLANNING COMMISSION STIPENDS   | \$700.00    |
| Vendor Total:                   |               |                                              |             |                                      |                                | \$700.00    |
| MINTIER HARNISH LP              | UKIAHGPU-23   | GPU, EIR & ADVANCED PLANNING S               | \$6,039.30  | 31523100-52100                       | CONTRACTUAL SERVICES           | \$6,039.30  |
| Vendor Total:                   |               |                                              |             |                                      |                                | \$6,039.30  |
| MOTION INDUSTRIES INC           | CA23-527908   | BEARING, FITTINGS & MISC. ITEM               | \$212.35    | 10024620-56130                       | EXTERNAL SERVICES              | \$212.35    |
| Vendor Total:                   |               |                                              |             |                                      |                                | \$212.35    |
| MUNICIPAL MAINTENANCE EQUIPMENT | 0164659-IN    | 1.25" ROTARY UNION                           | \$316.08    | 84027221-56130                       | EXTERNAL SERVICES              | \$316.08    |
|                                 | 0165145-IN    | DOOR SEAL                                    | \$357.53    | 84027221-56130                       | EXTERNAL SERVICES              | \$357.53    |
| Vendor Total:                   |               |                                              |             |                                      |                                | \$673.61    |
| MUNIQUEP LLC                    | 105774        | HIDROSTAL E5K-M-EEYY6 GUIDE SHOE RUBBER SEAL | \$371.63    | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$371.63    |
| Vendor Total:                   |               |                                              |             |                                      |                                | \$371.63    |
| NORTHERN AGGREGATES INC         | 69995         | MISC. ROCK & ROAD PATCH MATERI               | \$658.00    | 84027225-56504                       | FACILITY MAINTENANCE & REPAIR  | \$658.00    |
| Vendor Total:                   |               |                                              |             |                                      |                                | \$658.00    |
| ONE TIME PAY VENDOR             | 107574-6      | UTILITY REFUND - BARBARA RAHM JONES          | \$830.25    | 90100000-10421                       | UTILITY RECEIVABLES CLEARING   | \$830.25    |
| Vendor Total:                   |               |                                              |             |                                      |                                | \$830.25    |
| ONLINE INFORMATION SRVS INC     | 1091463       | UTILITY EXCHANGE REPORTING FY                | \$144.18    | 20513300-52100                       | CONTRACTUAL SERVICES           | \$144.18    |
| Vendor Total:                   |               |                                              |             |                                      |                                | \$144.18    |
| PACE SUPPLY CORPORATION         | 027267788     | BRASS ANGLE HOSE VALVE                       | \$123.25    | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$123.25    |
|                                 | 027024818 2   | METER, HYDRANT EXTENTION                     | \$167.28    | 82000000-12104                       | INVENTORY - PURCHASES          | \$167.28    |
|                                 | 027263012     | WATERFREE URINAL INSTALL KIT                 | \$34.98     | 10022100-59400                       | OTHER EXPENSES                 | \$34.98     |
| Vendor Total:                   |               |                                              |             |                                      |                                | \$325.51    |
| PAN-PACIFIC SUPPLY CO           | 29609024      | CHESTERTON #CS/675096 1" 155 S               | \$1,472.87  | 82027111-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$1,472.87  |
| Vendor Total:                   |               |                                              |             |                                      |                                | \$1,472.87  |

# List of Checks Presented for Approval on 12/3/2021

## Invoices

| Vendor Name         | Invoice #     | Invoice Description     | Invoice Amt | Account Detail and Allocation Detail |                       |            |
|---------------------|---------------|-------------------------|-------------|--------------------------------------|-----------------------|------------|
| PG&E CO             | 3822-9 OCT 21 | PACIFIC GAS & ELECTRIC  | \$5,170.63  | 84027225-55200                       | PG&E                  | \$3,878.99 |
|                     |               |                         |             | 10022100-55210                       | UTILITIES             | \$7.84     |
|                     |               |                         |             | 10022300-55210                       | UTILITIES             | \$7.84     |
|                     |               |                         |             | 10022700-55210                       | UTILITIES             | \$7.84     |
|                     |               |                         |             | 20822500-55210                       | UTILITIES             | \$353.85   |
|                     |               |                         |             | 70024500-55210                       | UTILITIES             | \$566.70   |
|                     |               |                         |             | 73022600-55210                       | UTILITIES             | \$8.39     |
|                     |               |                         |             | 73022600-55210                       | UTILITIES             | \$17.19    |
|                     |               |                         |             | 77725200-55210                       | UTILITIES             | \$9.53     |
|                     |               |                         |             | 82027111-55210                       | UTILITIES             | \$180.42   |
|                     |               |                         |             | 84027221-55210                       | UTILITIES             | \$132.04   |
|                     |               |                         |             | <b>Vendor Total:</b>                 |                       |            |
| RAY C STARKEY       | 8716-1 NOV 21 | PACIFIC GAS & ELECTRIC  | \$1,730.06  | 82027111-55210                       | UTILITIES             | \$1,730.06 |
|                     |               |                         |             | <b>Vendor Total:</b>                 |                       |            |
|                     |               |                         |             | <b>\$6,900.69</b>                    |                       |            |
|                     |               |                         |             |                                      |                       |            |
| RAY C STARKEY       | P-2100962     | T-SHIRTS - STREETS DEPT | \$721.56    | 10024620-54120                       | PW - SPECIAL SUPPLIES | \$721.56   |
|                     |               |                         |             | 84027225-54100                       | SUPPLIES              | \$961.89   |
|                     | P-2100928     | WWTP CITY SHIRTS        | \$961.89    | <b>Vendor Total:</b>                 |                       |            |
|                     |               |                         |             | <b>\$1,683.45</b>                    |                       |            |
| REDWOOD COAST FUELS | 2281993       | CARDLOCK FUEL PURCHASES | \$9,045.82  | 10020210-56210                       | FUEL & FLUIDS         | \$951.34   |
|                     |               |                         |             | 10022100-56210                       | FUEL & FLUIDS         | \$695.45   |
|                     |               |                         |             | 10023320-56210                       | FUEL & FLUIDS         | \$83.82    |
|                     |               |                         |             | 10024620-56210                       | FUEL & FLUIDS         | \$1,706.76 |
|                     |               |                         |             | 20324100-56210                       | FUEL & FLUIDS         | \$349.90   |
|                     |               |                         |             | 20822500-56210                       | FUEL & FLUIDS         | \$162.22   |
|                     |               |                         |             | 80026400-56210                       | FUEL & FLUIDS         | \$1,992.53 |
|                     |               |                         |             | 82027111-56210                       | FUEL & FLUIDS         | \$774.13   |
|                     |               |                         |             | 82027114-56210                       | FUEL & FLUIDS         | \$547.37   |
|                     |               |                         |             | 82027114-56210                       | FUEL & FLUIDS         | \$688.59   |
|                     |               |                         |             | 84027221-56210                       | FUEL & FLUIDS         | \$40.86    |
|                     |               |                         |             | 84027221-56210                       | FUEL & FLUIDS         | \$466.27   |
|                     |               |                         |             | 84027221-56210                       | FUEL & FLUIDS         | \$586.58   |
|                     |               |                         |             |                                      |                       |            |
|                     |               |                         |             |                                      |                       |            |

# List of Checks Presented for Approval on 12/3/2021

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| Vendor Name                      | Invoice #      | Invoice Description              | Invoice Amt | Account Detail and Allocation Detail |                                |             |
|----------------------------------|----------------|----------------------------------|-------------|--------------------------------------|--------------------------------|-------------|
| REDWOOD COAST FUELS              | 3200508        | CARDLOCK FUEL PURCHASES          | \$1,209.08  | 20824300-56210                       | FUEL & FLUIDS                  | \$1,209.08  |
|                                  |                |                                  |             |                                      | Vendor Total:                  | \$10,254.90 |
| REOA LTD                         | 39             | OFFICIATING OF ADULT SOFTBALL    | \$2,937.00  | 10022822-52100                       | CONTRACTUAL SERVICES           | \$2,937.00  |
|                                  |                |                                  |             |                                      | Vendor Total:                  | \$2,937.00  |
| REXEL USA INC                    | 2F40138        | SWIVEL, SPECIFIER GRADE          | \$145.31    | 84027225-56504                       | FACILITY MAINTENANCE & REPAIR  | \$145.31    |
|                                  | 2F42636        | LGD LED                          | \$380.48    | 84027225-56504                       | FACILITY MAINTENANCE & REPAIR  | \$380.48    |
|                                  | 2F43175        | RDC BRUSH, CONDUIT 3/4 GALV CPLG | \$14.39     | 82027114-54100                       | SUPPLIES                       | \$14.39     |
|                                  | 2E94975        | MVOLT                            | \$275.31    | 84027221-54100                       | SUPPLIES                       | \$275.31    |
|                                  |                |                                  |             |                                      | Vendor Total:                  | \$815.49    |
| RINO PACIFIC                     | CL35829        | FUEL CARD CHARGES AS NEEDED      | \$2,698.78  | 10020210-56210                       | FUEL & FLUIDS                  | \$2,698.78  |
|                                  |                |                                  |             |                                      | Vendor Total:                  | \$2,698.78  |
| ROBERT RAMSEIER                  | TA 12/6-9/21   | TRAVEL ADVANCE                   | \$940.78    | 10521210-57100                       | LEARNING AND DEVELOPMENT       | \$940.78    |
|                                  |                |                                  |             |                                      | Vendor Total:                  | \$940.78    |
| ROCKWELL SOLUTIONS INC           | 2768           | BUFFER FLUID TANK                | \$1,073.50  | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$1,073.50  |
|                                  |                |                                  |             |                                      | Vendor Total:                  | \$1,073.50  |
| RUTH VAN ANTWERP                 | DV120121       | PLANNING COMMISSION STIPEND      | \$700.00    | 20010000-51121                       | PLANNING COMMISSION STIPENDS   | \$700.00    |
|                                  |                |                                  |             |                                      | Vendor Total:                  | \$700.00    |
| RYAN NELSON                      | TR 11/15-18/21 | TRAVEL REIMBURSEMENT             | \$101.61    | 10521210-57100                       | LEARNING AND DEVELOPMENT       | \$101.61    |
|                                  |                |                                  |             |                                      | Vendor Total:                  | \$101.61    |
| SAVINGS BANK OF MENDOCINO COUNTY | NOV 21         | LOVERS LANE LOAN PAYMENT         | \$1,945.41  | 91500000-70103                       | LOAN INTEREST                  | \$304.83    |
|                                  |                |                                  |             | 91821400-70103                       | LOAN INTEREST                  | \$711.26    |
|                                  |                |                                  |             | 91500000-70201                       | LOAN PRINCIPAL PAYMENTS        | \$278.80    |
|                                  |                |                                  |             | 91821400-70201                       | LOAN PRINCIPAL PAYMENTS        | \$650.52    |
|                                  |                |                                  |             |                                      | Vendor Total:                  | \$1,945.41  |
| SONSRAY MACHINERY LLC            | P29111-04      | REPLACEMENT LATCH                | \$62.64     | 84027221-56130                       | EXTERNAL SERVICES              | \$62.64     |
|                                  |                |                                  |             |                                      | Vendor Total:                  | \$62.64     |
| STAPLES CREDIT PLAN              | 2959020261     | HP CARTRIDGES                    | \$469.31    | 10022700-54100                       | SUPPLIES                       | \$469.31    |
|                                  | 64663          | T-REX DUCT, BIODEGRD PKN         | \$38.40     | 80026400-54100                       | SUPPLIES                       | \$38.40     |

# List of Checks Presented for Approval on 12/3/2021

## Invoices

| Vendor Name                    | Invoice #     | Invoice Description                      | Invoice Amt | Account Detail and Allocation Detail |                      |            |
|--------------------------------|---------------|------------------------------------------|-------------|--------------------------------------|----------------------|------------|
| STAPLES CREDIT PLAN            | 68669         | ENVELOPES                                | \$34.27     | 84027225-54100                       | SUPPLIES             | \$34.27    |
|                                | 48565         | BINDERS                                  | \$70.98     | 84027225-54100                       | SUPPLIES             | \$70.98    |
|                                | Vendor Total: |                                          |             |                                      |                      | \$612.96   |
| SYDNEY DEARBORN                | S1127402      | DEC 21 REIMBURSEMENT - MEDICAL INSURANCE | \$168.56    | 91500000-20561                       | ACCRUED SICK         | \$168.56   |
|                                | Vendor Total: |                                          |             |                                      |                      | \$168.56   |
| TJ-H2B ANALYTICAL SERVICES INC | 22-138866     | OIL TESTS ON VFI                         | \$220.00    | 80026120-54100                       | SUPPLIES             | \$220.00   |
|                                | Vendor Total: |                                          |             |                                      |                      | \$220.00   |
| TRANSFORMER TECHNOLOGIES, LLC  | 26899         | NET CHARGES FOR PT 22806                 | \$843.75    | 80026110-52100                       | CONTRACTUAL SERVICES | \$421.88   |
|                                |               |                                          |             | 80026120-52100                       | CONTRACTUAL SERVICES | \$421.87   |
|                                | Vendor Total: |                                          |             |                                      |                      | \$843.75   |
| TRIPLE S CAMERA SHOP           | 121239        | PORTRAIT PHOTOGRAPHY                     | \$31.52     | 10020210-54100                       | SUPPLIES             | \$31.52    |
|                                | Vendor Total: |                                          |             |                                      |                      | \$31.52    |
| TYLER BUSINESS FORMS           | 65691         | 1099 FORMS, ENVELOPES                    | \$302.82    | 20013210-54100                       | SUPPLIES             | \$302.82   |
|                                | Vendor Total: |                                          |             |                                      |                      | \$302.82   |
| UKIAH ROUND TREE GLASS         | 18136         | DW 2040 GTY SERVICE                      | \$301.82    | 84027221-56130                       | EXTERNAL SERVICES    | \$301.82   |
|                                | Vendor Total: |                                          |             |                                      |                      | \$301.82   |
| UKIAH TROPHIES & GIFTS         | 471550        | EMBROIDERY SERVICES                      | \$273.78    | 10022100-54100                       | SUPPLIES             | \$273.78   |
|                                | 471538        | EMPLOYEE NAME PLAQUES                    | \$67.50     | 84027225-54100                       | SUPPLIES             | \$67.50    |
|                                | Vendor Total: |                                          |             |                                      |                      | \$341.28   |
| UKIAH VALLEY SANITATION DIST   | 90558 SEP 21  | SEWER - 141 LOVERS LN                    | \$93.07     | 10521210-55210                       | UTILITIES            | \$93.07    |
|                                | 90558 OCT 21  | SEWER- 141 LOVERS LN                     | \$93.07     | 10521210-55210                       | UTILITIES            | \$93.07    |
|                                | 89690 SEP 21  | SEWER - 1640 S STATE ST                  | \$87.21     | 31122000-55210                       | UTILITIES            | \$87.21    |
| Vendor Total:                  |               |                                          |             |                                      |                      | \$273.35   |
| UNITED ROTARY BRUSH CORP       | C1276659      | BLUE STEEL MOBIL 4 SEG                   | \$1,005.93  | 10024620-56130                       | EXTERNAL SERVICES    | \$1,005.93 |
|                                | Vendor Total: |                                          |             |                                      |                      | \$1,005.93 |
| UNITED SITE SERVICES           | 114-12591971  | PORTABLE TOILET RENTAL                   | \$178.15    | 10022100-52100                       | CONTRACTUAL SERVICES | \$178.15   |
|                                | 114-12591972  | PORTABLE TOILET RENTAL                   | \$178.15    | 10022100-52100                       | CONTRACTUAL SERVICES | \$178.15   |
|                                | 114-12591973  | PORTABLE TOILET RENTAL                   | \$143.99    | 80026220-52100                       | CONTRACTUAL SERVICES | \$143.99   |
|                                | 114-12574038  | PORTABLE TOILET RENTAL                   | \$95.89     | 82027111-52100                       | CONTRACTUAL SERVICES | \$95.89    |



# List of Checks Presented for Approval on 12/3/2021

## Invoices

| Vendor Name          | Invoice #    | Invoice Description              | Invoice Amt | Account Detail and Allocation Detail |                                |                   |
|----------------------|--------------|----------------------------------|-------------|--------------------------------------|--------------------------------|-------------------|
| UNITED SITE SERVICES | 114-12572005 | PORTABLE TOILET RENTAL           | \$250.92    | 90000000-23256                       | SPECIAL EVENTS TRUST           | \$250.92          |
|                      |              |                                  |             |                                      | <b>Vendor Total:</b>           | <b>\$847.10</b>   |
| VERIZON WIRELESS     | 9893225111   | DATA & EMERGENCY LOANER PHONES   | \$2,592.53  | 80126100-80100                       | MACHINERY & EQUIPMENT          | \$152.04          |
|                      |              |                                  |             | 10020210-55100                       | TELEPHONE                      | \$76.02           |
|                      |              |                                  |             | 10022100-55100                       | TELEPHONE                      | \$38.01           |
|                      |              |                                  |             | 10022300-55100                       | TELEPHONE                      | \$38.01           |
|                      |              |                                  |             | 10022810-55100                       | TELEPHONE                      | \$38.00           |
|                      |              |                                  |             | 10022840-55100                       | TELEPHONE                      | \$38.01           |
|                      |              |                                  |             | 10023100-55100                       | TELEPHONE                      | \$38.01           |
|                      |              |                                  |             | 10024210-55100                       | TELEPHONE                      | \$69.69           |
|                      |              |                                  |             | 10024620-55100                       | TELEPHONE                      | \$53.97           |
|                      |              |                                  |             | 20012100-55100                       | TELEPHONE                      | \$38.01           |
|                      |              |                                  |             | 20913900-55100                       | TELEPHONE                      | \$470.52          |
|                      |              |                                  |             | 70024500-55100                       | TELEPHONE                      | \$28.51           |
|                      |              |                                  |             | 77725200-55100                       | TELEPHONE                      | \$118.03          |
|                      |              |                                  |             | 80026210-55100                       | TELEPHONE                      | \$38.01           |
|                      |              |                                  |             | 80026400-55100                       | TELEPHONE                      | \$352.10          |
|                      |              |                                  |             | 82027110-55100                       | TELEPHONE                      | \$110.86          |
|                      |              |                                  |             | 82027111-55100                       | TELEPHONE                      | \$76.02           |
|                      |              |                                  |             | 82027114-55100                       | TELEPHONE                      | \$300.15          |
|                      |              |                                  |             | 84027221-55100                       | TELEPHONE                      | \$466.31          |
|                      |              |                                  |             | 84027225-55100                       | TELEPHONE                      | \$52.25           |
|                      |              |                                  |             |                                      | <b>Vendor Total:</b>           | <b>\$2,592.53</b> |
| VINCENTE MARTINEZ    | DV112321     | REIMBURSEMENT - BACKFLOW LICENSE | \$285.00    | 82027111-57100                       | LEARNING AND DEVELOPMENT       | \$285.00          |
|                      |              |                                  |             |                                      | <b>Vendor Total:</b>           | <b>\$285.00</b>   |
| WATSON-MARLOW INC    | SI166139     | MARPRENE TUBING 6.4MM BORE       | \$452.51    | 90000000-20210                       | BASIC TAX 7.5%                 | (\$40.16)         |
|                      |              |                                  |             | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$40.16           |
|                      |              |                                  |             | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$452.51          |

# List of Checks Presented for Approval on 12/3/2021

## Invoices

| Vendor Name                            | Invoice #         | Invoice Description                         | Invoice Amt | Account Detail and Allocation Detail |                                      |              |
|----------------------------------------|-------------------|---------------------------------------------|-------------|--------------------------------------|--------------------------------------|--------------|
| WATSON-MARLOW INC                      | SI53450           | MARPRENE TUBING<br>6.4MM BORE               | \$480.58    | 84027225-56120                       | EQUIPMENT<br>MAINTENANCE &<br>REPAIR | \$480.58     |
|                                        |                   |                                             |             |                                      | Vendor Total:                        | \$933.09     |
| WERLE<br>ENTERPRISE LLC                | 0413706           | APPLICATION FOR<br>BUSINESS LICENSE         | \$530.02    | 20513300-54100                       | SUPPLIES                             | \$530.02     |
|                                        |                   |                                             |             |                                      | Vendor Total:                        | \$530.02     |
| WILLOW COUNTY<br>WATER DIST            | 81154 NOV 21      | WATER SERVICE -<br>SEWER TREATMENT<br>PLANT | \$63.01     | 84027225-55210                       | UTILITIES                            | \$63.01      |
|                                        |                   |                                             |             |                                      | Vendor Total:                        | \$63.01      |
| WORLD OIL<br>ENVIRONMENTAL<br>SERVICES | I500-<br>00770093 | DISPOSAL OF MISC.<br>PRODUCTS AS            | \$85.00     | 20324100-52100                       | CONTRACTUAL<br>SERVICES              | \$85.00      |
|                                        |                   |                                             |             |                                      | CONTRACTUAL<br>SERVICES              | \$95.00      |
|                                        | I500-<br>00770705 | DISPOSAL OF MISC.<br>PRODUCTS AS            | \$95.00     | 20324100-52100                       | CONTRACTUAL<br>SERVICES              | \$95.00      |
| WYATT<br>IRRIGATION CO                 | 300114 01         | TUBE, TEFLON TAPE                           | \$17.84     | 10022100-54100                       | SUPPLIES                             | \$17.84      |
|                                        |                   |                                             |             |                                      | SUPPLIES                             | \$58.74      |
|                                        |                   |                                             |             |                                      | SUPPLIES                             | \$114.25     |
|                                        |                   |                                             |             |                                      | Vendor Total:                        | \$190.83     |
| XEROX CORP                             | 014857580         | COPIER LEASE - SEE<br>ADD'L DESCR           | \$115.05    | 10022700-52100                       | CONTRACTUAL<br>SERVICES              | \$115.05     |
|                                        |                   |                                             |             |                                      | EQUIP RENTS<br>AND LEASES            | \$107.41     |
|                                        | 014857579         | COPIER LEASE - SEE<br>ADD'L DESCR           | \$153.44    | 20620231-54500                       | EQUIP RENTS<br>AND LEASES            | \$30.69      |
|                                        |                   |                                             |             | 64020213-54500                       | EQUIP RENTS<br>AND LEASES            | \$15.34      |
|                                        |                   |                                             |             | 10521210-54500                       | EQUIP RENTS<br>AND LEASES            | \$159.57     |
|                                        |                   |                                             |             |                                      | Vendor Total:                        | \$428.06     |
| INVOICE TOTAL:                         |                   |                                             |             |                                      |                                      | \$245,183.54 |

# List of Checks Presented for Approval on 12/10/2021

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

*Sgt. S. S. S.*

*D. R. J.*

CR

Signature

## Invoices

| Vendor Name                       | Invoice #        | Invoice Description             | Invoice Amt | Account Detail and Allocation Detail |                              |             |
|-----------------------------------|------------------|---------------------------------|-------------|--------------------------------------|------------------------------|-------------|
| ADAMSON POLICE PRODUCTS           | INV366557        | LED INTERIOR LIGHT              | \$319.95    | 20324100-58510                       | REIMBURSABLE JOBS            | \$319.95    |
| Vendor Total:                     |                  |                                 |             |                                      |                              | \$319.95    |
| AIR QUALITY MANAGEMENT DISTRICT   | 5092 FY 21/22    | ANNUAL PERMIT #5092 RENEWAL     | \$266.87    | 77725200-59101                       | FEES                         | \$266.87    |
|                                   | 2859 FY 21/22    | ANNUAL PERMIT #2859 RENEWAL     | \$395.29    | 80026220-59101                       | FEES                         | \$395.29    |
| Vendor Total:                     |                  |                                 |             |                                      |                              | \$662.16    |
| AL SMATSKY                        | 120              | DESIGN, ENGINEERING & CONSULTA  | \$10,727.61 | 80026400-52100                       | CONTRACTUAL SERVICES         | \$7,830.00  |
|                                   |                  |                                 |             | 80126100-80230                       | INFRASTRUCTURE               | \$2,897.61  |
| Vendor Total:                     |                  |                                 |             |                                      |                              | \$10,727.61 |
| ALEXANDER DE GRASSI               | DV120721         | PLANNING COMMISSION STIPEND     | \$700.00    | 20010000-51121                       | PLANNING COMMISSION STIPENDS | \$700.00    |
| Vendor Total:                     |                  |                                 |             |                                      |                              | \$700.00    |
| ALL STAR FIRE EQUIPMENT, INC      | 235537           | SMOKE CHASER PRO BACKUP PUMP    | \$446.30    | 10521210-54102                       | SMALL TOOLS                  | \$446.30    |
| Vendor Total:                     |                  |                                 |             |                                      |                              | \$446.30    |
| ALL-GUARD ALARM SYSTEMS INC       | A344242          | MONTHLY MONITORING AT WWTP      | \$93.44     | 84027225-52180                       | SECURITY SERVICES            | \$93.44     |
| Vendor Total:                     |                  |                                 |             |                                      |                              | \$93.44     |
| ALPHA ANALYTICAL LABORATORIES INC | 1113287-UKIAHLF  | ANNUAL WELL MONITORING PER INV  | \$1,107.00  | 70024500-52100                       | CONTRACTUAL SERVICES         | \$1,107.00  |
|                                   | 1113228-UKIAHLF  | ANNUAL WELL MONITORING PER INV  | \$6,067.95  | 70024500-52100                       | CONTRACTUAL SERVICES         | \$6,067.95  |
|                                   | 1114001-UKIAHLF  | ANNUAL WELL MONITORING PER INV  | \$6,396.95  | 70024500-52100                       | CONTRACTUAL SERVICES         | \$6,396.95  |
|                                   | 1104448-UKIAH    | MISC. LABORATORY WORK AS NEEDED | \$44.00     | 82027111-52100                       | CONTRACTUAL SERVICES         | \$44.00     |
|                                   | 1113309-UKIAH    | MISC. LABORATORY WORK AS NEEDED | \$44.00     | 82027111-52100                       | CONTRACTUAL SERVICES         | \$44.00     |
|                                   | 1104778-UKIAH    | MISC. LABORATORY WORK AS NEEDED | \$320.00    | 82027111-52100                       | CONTRACTUAL SERVICES         | \$320.00    |
|                                   | 1103450-UKIAHSTP | MISC. LABORATORY WORK AS NEEDED | \$74.00     | 84027225-52100                       | CONTRACTUAL SERVICES         | \$74.00     |
|                                   | 1103638-UKIAHSTP | MISC. LABORATORY WORK AS NEEDED | \$74.00     | 84027225-52100                       | CONTRACTUAL SERVICES         | \$74.00     |
|                                   | 1104196-UKIAHSTP | MISC. LABORATORY WORK AS NEEDED | \$74.00     | 84027225-52100                       | CONTRACTUAL SERVICES         | \$74.00     |

# List of Checks Presented for Approval on 12/10/2021

## Invoices

| Vendor Name                       | Invoice #         | Invoice Description             | Invoice Amt | Account Detail and Allocation Detail |                      |             |
|-----------------------------------|-------------------|---------------------------------|-------------|--------------------------------------|----------------------|-------------|
| ALPHA ANALYTICAL LABORATORIES INC | 1104414-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$74.00     | 84027225-52100                       | CONTRACTUAL SERVICES | \$74.00     |
|                                   | 1102973-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$83.00     | 84027225-52100                       | CONTRACTUAL SERVICES | \$83.00     |
|                                   | 1112746-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$83.00     | 84027225-52100                       | CONTRACTUAL SERVICES | \$83.00     |
|                                   | 1112379-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$91.00     | 84027225-52100                       | CONTRACTUAL SERVICES | \$91.00     |
|                                   | 1102777-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$133.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$133.00    |
|                                   | 1105093-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$133.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$133.00    |
|                                   | 1112258-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$133.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$133.00    |
|                                   | 1114566-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$133.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$133.00    |
|                                   | 1115038-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$133.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$133.00    |
|                                   | 1113275-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$192.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$192.00    |
|                                   | 1115623-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$193.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$193.00    |
|                                   | 1113433-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$210.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$210.00    |
|                                   | 1113289-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$275.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$275.00    |
|                                   | 1104712-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$291.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$291.00    |
|                                   | 1115438-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$291.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$291.00    |
|                                   | 1113891-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$395.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$395.00    |
|                                   | 1113987-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$546.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$546.00    |
|                                   | 1113960-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$675.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$675.00    |
|                                   | 1113709-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$710.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$710.00    |
|                                   | 1114068-UKIAHSTP  | MISC. LABORATORY WORK AS NEEDED | \$965.00    | 84027225-52100                       | CONTRACTUAL SERVICES | \$965.00    |
|                                   | 1113231-UKIAHLF   | ANNUAL WELL MONITORING PER INV  | \$7,140.95  | 70024500-54100                       | SUPPLIES             | \$7,140.95  |
|                                   | 1103028-UKIAHELEC | REQUIRED PCB TESTING FOR SURPL  | \$4,050.00  | 80026110-54100                       | SUPPLIES             | \$4,050.00  |
| Vendor Total:                     |                   |                                 |             |                                      |                      | \$31,131.85 |
| AMAZON CAPITAL SERVICES           | 19LN-69QQ-19YC    | LED HEADLIGHT                   | \$135.69    | 10521210-56130                       | EXTERNAL SERVICES    | \$135.69    |
|                                   | 1Y7Q-RPQP-HWPM    | SPARK PLUGS                     | \$88.16     | 82027114-56130                       | EXTERNAL SERVICES    | \$88.16     |
|                                   | 16W9-KF39-Q4JR    | AIR FILTER KIT FOR MAKITA       | \$96.84     | 82027114-56130                       | EXTERNAL SERVICES    | \$96.84     |
|                                   | 1GGY-9DGY-VMPV    | SPECIAL EVENTS SUPPLIES         | \$48.98     | 90000000-23256                       | SPECIAL EVENTS TRUST | \$48.98     |
|                                   | 1XLP-RVWP-WL6W    | SPECIAL EVENTS SUPPLIES         | \$87.09     | 90000000-23256                       | SPECIAL EVENTS TRUST | \$87.09     |

# List of Checks Presented for Approval on 12/10/2021

## Invoices

| Vendor Name                    | Invoice #      | Invoice Description                    | Invoice Amt | Account Detail and Allocation Detail |                       |             |
|--------------------------------|----------------|----------------------------------------|-------------|--------------------------------------|-----------------------|-------------|
| AMAZON CAPITAL SERVICES        | 1YK4-H7RY-YR9D | RECREATION & SPECIAL EVENTS SUPPLIES   | \$130.86    | 90000000-23256                       | SPECIAL EVENTS TRUST  | \$65.43     |
|                                |                |                                        |             | 10022810-54100                       | SUPPLIES              | \$65.43     |
|                                | 1L9W-663X-KGCW | PLANNERS, DESK PAD, CALENDAR           | \$60.31     | 10020210-54100                       | SUPPLIES              | \$60.31     |
|                                | 1C3L-1PG3-G9NH | REC SUPPLIES                           | \$51.88     | 10022810-54100                       | SUPPLIES              | \$51.88     |
|                                | 19T6-CMJQ-R7GW | TONER CARTRIDGES                       | \$349.37    | 20013220-54100                       | SUPPLIES              | \$349.37    |
|                                | 1L9F-QNDY-VY4C | BLUETOOTH STEREO SYSTEM                | \$206.85    | 20824300-54100                       | SUPPLIES              | \$206.85    |
|                                | 11FT-YWVF-JP9P | VIDEO POWER CABLES                     | \$52.90     | 77725200-54100                       | SUPPLIES              | \$52.90     |
|                                | 19YC-1N46-7YGN | DVR SURVEILLANCE SYSTEM                | \$979.86    | 77725200-54100                       | SUPPLIES              | \$979.86    |
|                                | 19QF-GGFX-P1NN | NATIONAL SAFETY APPAREL VOLTAGE GLOVES | \$336.39    | 82027111-54100                       | SUPPLIES              | \$336.39    |
|                                | 1XDf-D7LV-NVWL | RETURN - DAILY APPOINTMENT BOOK        | (\$114.21)  | 84027221-54100                       | SUPPLIES              | (\$114.21)  |
|                                | 17YH-CM6J-1Y3N | APPOINTMENT BOOK, DESK CALENDAR        | \$255.63    | 84027221-54100                       | SUPPLIES              | \$255.63    |
| Vendor Total:                  |                |                                        |             |                                      |                       | \$2,766.60  |
| AMERICAN HIGHWAY PRODUCTS LTD  | 30816          | SEWER LID SEAL LKIT                    | \$270.35    | 90000000-20210                       | BASIC TAX 7.5%        | (\$21.30)   |
|                                |                |                                        |             | 84027221-54100                       | SUPPLIES              | \$21.30     |
|                                |                |                                        |             | 84027221-54100                       | SUPPLIES              | \$270.35    |
| Vendor Total:                  |                |                                        |             |                                      |                       | \$270.35    |
| AT&T                           | 2799 DEC 21    | INTERNET                               | \$101.03    | 10022100-55100                       | TELEPHONE             | \$101.03    |
| Vendor Total:                  |                |                                        |             |                                      |                       | \$101.03    |
| AXON ENTERPRISE INC            | SI-1735984     | BODY CAMERAS & DATA STORAGE            | \$600.00    | 10020210-54320                       | SOFTWARE              | \$600.00    |
|                                | SI-1525804     | BODY CAMERAS & DATA STORAGE            | \$3,028.97  | 10020210-54320                       | SOFTWARE              | \$3,028.97  |
|                                | INUS000804     | BODY CAMERAS & DATA STORAGE            | \$31,446.39 | 10020210-54320                       | SOFTWARE              | \$31,446.39 |
| Vendor Total:                  |                |                                        |             |                                      |                       | \$35,075.36 |
| BADGER METER INC               | 1471582        | (M-59-B) METER, WATER 3/4" X 7         | \$6,084.24  | 82000000-12104                       | INVENTORY - PURCHASES | \$6,084.24  |
|                                | 1470424        | #M120 LOCAL REGISTERS, CF              | \$94.64     | 82027114-54100                       | SUPPLIES              | \$94.64     |
| Vendor Total:                  |                |                                        |             |                                      |                       | \$6,178.88  |
| BAY AREA BARRICADE SERVICE INC | 0026065        | REFLECTIVE ROLL UP SIGN - 36X3         | \$1,879.35  | 82027114-54100                       | SUPPLIES              | \$939.68    |
|                                |                |                                        |             | 84027221-54100                       | SUPPLIES              | \$939.67    |
| Vendor Total:                  |                |                                        |             |                                      |                       | \$1,879.35  |



# List of Checks Presented for Approval on 12/10/2021

## Invoices

| Vendor Name                           | Invoice #   | Invoice Description             | Invoice Amt  | Account Detail and Allocation Detail |                      |              |
|---------------------------------------|-------------|---------------------------------|--------------|--------------------------------------|----------------------|--------------|
| BELKORP AG                            | 766478      | KEYS                            | \$52.36      | 10022100-54100                       | SUPPLIES             | \$52.36      |
|                                       |             |                                 |              |                                      | <b>Vendor Total:</b> | \$52.36      |
| BOUND TREE MEDICAL LLC                | 84279379    | EMS SUPPLIES                    | \$89.30      | 10521210-54107                       | EMS SUPPLIES         | \$44.65      |
|                                       |             |                                 |              | 71021100-54107                       | EMS SUPPLIES         | \$44.65      |
|                                       | 84272663    | EMS SUPPLIES                    | \$314.65     | 10521210-54107                       | EMS SUPPLIES         | \$157.33     |
|                                       |             |                                 |              | 71021100-54107                       | EMS SUPPLIES         | \$157.32     |
|                                       | 84274413    | EMS SUPPLIES                    | \$659.00     | 10521210-54107                       | EMS SUPPLIES         | \$329.50     |
|                                       |             |                                 |              | 71021100-54107                       | EMS SUPPLIES         | \$329.50     |
|                                       | 84279378    | EMS SUPPLIES                    | \$936.32     | 10521210-54107                       | EMS SUPPLIES         | \$468.16     |
|                                       |             |                                 |              | 71021100-54107                       | EMS SUPPLIES         | \$468.16     |
|                                       |             |                                 |              |                                      | <b>Vendor Total:</b> | \$1,999.27   |
| CA DEPT OF TAX AND FEE ADMINISTRATION | 481134535   | WATER RIGHTS- STF 094-025381    | \$305.05     | 82027110-59101                       | FEES                 | \$305.05     |
|                                       |             |                                 |              |                                      | <b>Vendor Total:</b> | \$305.05     |
| CANTEEN SERVICE                       | 5975.010877 | COFFEE BREWERS                  | \$100.00     | 20012200-54100                       | SUPPLIES             | \$100.00     |
|                                       |             |                                 |              |                                      | <b>Vendor Total:</b> | \$100.00     |
| CARLOS DE LUNA                        | DV111821    | INSTRUCTOR                      | \$679.00     | 10022850-52100                       | CONTRACTUAL SERVICES | \$679.00     |
|                                       |             |                                 |              |                                      | <b>Vendor Total:</b> | \$679.00     |
| CAROLLO ENGINEERS INC                 | FB17191     | DESIGN PHASES I&II RECYCLED WA  | \$145,600.00 | 83027330-80230                       | INFRASTRUCTURE       | \$145,600.00 |
|                                       |             |                                 |              |                                      | <b>Vendor Total:</b> | \$145,600.00 |
| CHROMAGRAPHS                          | 70220       | BUSINESS CARDS - R KRIKEN       | \$49.39      | 84027225-54100                       | SUPPLIES             | \$49.39      |
|                                       |             |                                 |              |                                      | <b>Vendor Total:</b> | \$49.39      |
| COFFEE CRITIC INC, THE                | R27341      | MISC. COFFEE SUPPLIES AS NEEDED | \$45.00      | 73022600-54100                       | SUPPLIES             | \$45.00      |
|                                       |             |                                 |              |                                      | <b>Vendor Total:</b> | \$45.00      |
| COLLEEN HOLLY HUNT                    | 02058       | STORM WATER SUPPORT SERVICES    | \$1,882.50   | 10024224-52100                       | CONTRACTUAL SERVICES | \$1,882.50   |
|                                       |             |                                 |              |                                      | <b>Vendor Total:</b> | \$1,882.50   |
| COMCAST                               | 5488 DEC 21 | INTERNET SERVICES               | \$89.86      | 10521210-55100                       | TELEPHONE            | \$89.86      |
|                                       | 1067 DEC 21 | INTERNET SERVICES               | \$114.81     | 10521210-55100                       | TELEPHONE            | \$114.81     |
|                                       |             |                                 |              |                                      | <b>Vendor Total:</b> | \$204.67     |
| COOPER COMPLIANCE CORPORATION         | 2502        | COMPLIANCE & REPORTING SERVICE  | \$500.00     | 80026400-52100                       | CONTRACTUAL SERVICES | \$500.00     |
|                                       |             |                                 |              |                                      | <b>Vendor Total:</b> | \$500.00     |

# List of Checks Presented for Approval on 12/10/2021

## Invoices

| Vendor Name             | Invoice #     | Invoice Description                 | Invoice Amt | Account Detail and Allocation Detail |                          |             |
|-------------------------|---------------|-------------------------------------|-------------|--------------------------------------|--------------------------|-------------|
| COUNTRY MEDIA INC       | 103121        | EMPLOYMENT ADVERTISING              | \$68.00     | 20016100-54162                       | ADVERTISING              | \$68.00     |
|                         |               |                                     |             |                                      | <b>Vendor Total:</b>     | \$68.00     |
| DAVID BRIAN JANKOVSKY   | 12021-04-1112 | INSPECTION SVCS AT GHM FOR ROO      | \$24,640.00 | 20822500-80220                       | BUILDING IMPROVEMENTS    | \$24,640.00 |
|                         |               |                                     |             |                                      | <b>Vendor Total:</b>     | \$24,640.00 |
| DEEP VALLEY SECURITY    | 385157 6      | SECURITY SYSTEM MONITORING AT       | \$39.95     | 10022100-52180                       | SECURITY SERVICES        | \$39.95     |
|                         | 385157        | ALARM SERVICES PER ATTACHED CO      | \$278.65    | 10022100-52180                       | SECURITY SERVICES        | \$26.95     |
|                         |               |                                     |             | 10022100-52180                       | SECURITY SERVICES        | \$29.95     |
|                         |               |                                     |             | 10022700-52180                       | SECURITY SERVICES        | \$42.95     |
|                         |               |                                     |             | 20822500-52180                       | SECURITY SERVICES        | \$42.95     |
|                         |               |                                     |             | 20824300-52180                       | SECURITY SERVICES        | \$49.00     |
|                         |               |                                     |             | 73022600-52180                       | SECURITY SERVICES        | \$19.95     |
|                         |               |                                     |             | 73022600-52180                       | SECURITY SERVICES        | \$21.95     |
|                         |               |                                     |             | 82027111-52180                       | SECURITY SERVICES        | \$20.00     |
|                         |               |                                     |             | 82027111-52180                       | SECURITY SERVICES        | \$24.95     |
|                         | 385157 5      | SECURITY UPGRADE & MONITORING/      | \$42.95     | 10022700-52180                       | SECURITY SERVICES        | \$42.95     |
|                         | 385157 1      | MONITORING - SOFTBALL COMPLEX       | \$32.95     | 10022822-52180                       | SECURITY SERVICES        | \$32.95     |
|                         | 385157 2      | SECURITY MONITORING SVCS - STR      | \$34.95     | 20824300-52180                       | SECURITY SERVICES        | \$34.95     |
|                         | 385157 3      | SECURITY MONITORING SVCS - GAR      | \$46.95     | 20824300-52180                       | SECURITY SERVICES        | \$46.95     |
|                         | 385157 4      | PROVIDE AND INSTALL ELECTRONIC      | \$52.95     | 80026400-52180                       | SECURITY SERVICES        | \$52.95     |
|                         |               |                                     |             |                                      | <b>Vendor Total:</b>     | \$529.35    |
| DEPARTMENT OF JUSTICE   | 543174        | FINGERPRINTS                        | \$516.00    | 10022900-54169                       | LIVESCAN                 | \$260.00    |
|                         |               |                                     |             | 20016100-54165                       | NEW EMPLOYEE FINGERPRINT | \$256.00    |
|                         |               |                                     |             |                                      | <b>Vendor Total:</b>     | \$516.00    |
| DKF SOLUTIONS GROUP LLC | 20140/OET     | OET REGISTRATION - WATER/SEWER DEPT | \$885.00    | 84027221-57100                       | LEARNING AND DEVELOPMENT | \$885.00    |
|                         |               |                                     |             |                                      | <b>Vendor Total:</b>     | \$885.00    |
| ELLIES MUTT HUT         | 629242        | INTERVIEW LUNCHES                   | \$92.15     | 20016100-54163                       | INTERVIEW SUPPLIES       | \$92.15     |
|                         | 629239        | INTERVIEW LUNCHES                   | \$95.20     | 20016100-54163                       | INTERVIEW SUPPLIES       | \$95.20     |
|                         |               |                                     |             |                                      | <b>Vendor Total:</b>     | \$187.35    |

# List of Checks Presented for Approval on 12/10/2021

## Invoices

| Vendor Name                                | Invoice #   | Invoice Description                    | Invoice Amt | Account Detail and Allocation Detail |                                |             |
|--------------------------------------------|-------------|----------------------------------------|-------------|--------------------------------------|--------------------------------|-------------|
| EPIC AVIATION LLC                          | 752033      | JET A FUEL                             | \$21,203.11 | 77725200-58401                       | AVIATION FUEL                  | \$21,203.11 |
|                                            |             |                                        |             |                                      | <b>Vendor Total:</b>           | \$21,203.11 |
| EUREKA OXYGEN CO                           | 470078      | FIRE EXTINGUISHER TEST AND INS         | \$1,181.61  | 84027225-56300                       | BUILDING MAINT. & REPAIR       | \$1,181.61  |
|                                            | 469976      | EQUIPMENT MAINTENANCE                  | \$73.00     | 20822500-52100                       | CONTRACTUAL SERVICES           | \$73.00     |
|                                            | 470055      | EQUIPMENT MAINTENANCE                  | \$158.00    | 20822500-52100                       | CONTRACTUAL SERVICES           | \$158.00    |
|                                            | 469977      | EQUIPMENT MAINTENANCE                  | \$216.50    | 20822500-52100                       | CONTRACTUAL SERVICES           | \$216.50    |
|                                            | DM00829575  | RENTAL OF CYLINDERS                    | \$22.05     | 10521210-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$22.05     |
|                                            | DM00830483  | RENTAL OF CYLINDERS                    | \$23.50     | 10521210-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$23.50     |
|                                            | U 186384    | EQUIPMENT MAINTENANCE                  | \$92.73     | 20324100-54100                       | SUPPLIES                       | \$92.73     |
|                                            |             |                                        |             |                                      | <b>Vendor Total:</b>           | \$1,767.39  |
| FAMILY TREE RESOURCE INC                   | 2021767     | TREE REMOVAL AT MUSEUM                 | \$18,350.00 | 10022700-52100                       | CONTRACTUAL SERVICES           | \$18,350.00 |
|                                            | 2021742     | TREE TRIMMING PER CONTRACT 192         | \$12,906.00 | 80026110-52100                       | CONTRACTUAL SERVICES           | \$12,906.00 |
|                                            | 2021741     | TREE TRIMMING PER CONTRACT 19          | \$13,981.50 | 80026110-52100                       | CONTRACTUAL SERVICES           | \$13,981.50 |
|                                            |             |                                        |             |                                      | <b>Vendor Total:</b>           | \$45,237.50 |
| FARWEST LINE SPECIALTIES LLC               | 345287      | SOCKET WRENCH, GAFF GUARD, NR1 ADAPTER | \$652.59    | 80026110-54102                       | SMALL TOOLS                    | \$652.59    |
|                                            | 336788      | HIGHLINER WESCO LACE BOOTS             | \$397.97    | 80026110-54100                       | SUPPLIES                       | \$397.97    |
|                                            |             |                                        |             |                                      | <b>Vendor Total:</b>           | \$1,050.56  |
| FASTENAL                                   | CAULKA44472 | MISC. SUPPLIES AS NEEDED               | \$26.92     | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$26.92     |
|                                            | CAUKA44499  | MISC. SUPPLIES AS NEEDED               | \$11.61     | 84027221-56130                       | EXTERNAL SERVICES              | \$11.61     |
|                                            |             |                                        |             |                                      | <b>Vendor Total:</b>           | \$38.53     |
| FEDERAL EXPRESS                            | 7-579-43814 | SHIPPING SERVICES                      | \$93.94     | 10022810-54101                       | POSTAGE                        | \$93.94     |
|                                            |             |                                        |             |                                      | <b>Vendor Total:</b>           | \$93.94     |
| GENERAL PACIFIC INC                        | 1425035     | (CP-91) CLAMP, HOT TAP, 2/0 ST         | \$1,646.19  | 80000000-12104                       | INVENTORY - PURCHASES          | \$1,646.19  |
|                                            | 1424043     | (2U-EL-1-0) ELBOW, LOADBREAK 1         | \$4,132.90  | 80000000-12104                       | INVENTORY - PURCHASES          | \$4,132.90  |
|                                            |             |                                        |             |                                      | <b>Vendor Total:</b>           | \$5,779.09  |
| GOLDEN STATE EMERGENCY VEHICLE SERVICE INC | CI030459    | HANDELLOK, BLACK                       | \$589.74    | 10521210-56130                       | EXTERNAL SERVICES              | \$589.74    |
|                                            |             |                                        |             |                                      | <b>Vendor Total:</b>           | \$589.74    |
| GRAINGER INC                               | 9122259048  | EMRG LED LIGHT                         | \$179.18    | 84027225-56300                       | BUILDING MAINT. & REPAIR       | \$179.18    |

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## Invoices

| Vendor Name                       | Invoice #       | Invoice Description                | Invoice Amt | Account Detail and Allocation Detail |                                |             |
|-----------------------------------|-----------------|------------------------------------|-------------|--------------------------------------|--------------------------------|-------------|
| GRAINGER INC                      | 9134142117      | RETURN - EXHAUST PORT FLOW CONTROL | (\$97.31)   | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | (\$97.31)   |
|                                   | 9129460524      | EXHAUST PORT FLOW CONTROL          | \$97.31     | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$97.31     |
|                                   | 9129460532      | HOSE FITTINGS                      | \$34.07     | 84027225-56125                       | LAB EQUIP-REPAIR & MAINT.      | \$34.07     |
|                                   | 9108885147      | PH 7.0 BUFFER SOLUTION             | \$41.03     | 84027225-54103                       | LAB SUPPLIES                   | \$41.03     |
|                                   | 9123003213      | CHEM CONDUCTIVITY STANDARD         | \$65.52     | 84027225-54103                       | LAB SUPPLIES                   | \$65.52     |
|                                   | Vendor Total:   |                                    |             |                                      |                                | \$319.80    |
| GRANITE CONSTRUCTION COMPANY      | 2133562         | MISC ROCK & ROAD PATCH MATERIA     | \$252.06    | 82027114-54100                       | SUPPLIES                       | \$121.23    |
|                                   |                 |                                    |             | 84027221-54100                       | SUPPLIES                       | \$130.83    |
|                                   | 2136974         | MISC ROCK & ROAD PATCH MATERIA     | \$188.30    | 84027221-54100                       | SUPPLIES                       | \$188.30    |
|                                   | 2141543         | MISC ROCK & ROAD PATCH MATERIA     | \$210.02    | 84027221-54100                       | SUPPLIES                       | \$210.02    |
|                                   | Vendor Total:   |                                    |             |                                      |                                | \$650.38    |
| GREATER UKIAH CHAMBER OF COMMERCE | 3RD QTR TOT     | TOT MEASURE X PERFORMANCE AGRE     | \$25,512.70 | 10112700-52100                       | CONTRACTUAL SERVICES           | \$25,512.70 |
|                                   | Vendor Total:   |                                    |             |                                      |                                | \$25,512.70 |
| INTEGRITY SHRED LLC               | 125735          | DOCUMENT SHREDDING                 | \$30.50     | 20016100-52100                       | CONTRACTUAL SERVICES           | \$30.50     |
|                                   | 125701          | DOCUMENT SHREDDING                 | \$65.00     | 10020210-54100                       | SUPPLIES                       | \$32.50     |
|                                   |                 |                                    |             | 20620231-54100                       | SUPPLIES                       | \$32.50     |
|                                   | Vendor Total:   |                                    |             |                                      |                                | \$95.50     |
| JACE PULLINS                      | DV112421        | INSTRUCTOR                         | \$450.00    | 10022850-52100                       | CONTRACTUAL SERVICES           | \$450.00    |
| Vendor Total:                     |                 |                                    |             |                                      | \$450.00                       |             |
| JACK MILLER                       | 21115           | SCADA UPGRADE AT THE WATER TRE     | \$1,440.00  | 82027111-80100                       | MACHINERY & EQUIPMENT          | \$1,440.00  |
|                                   | 21124           | SCADA UPGRADE AT THE WATER TRE     | \$2,340.24  | 82027111-80100                       | MACHINERY & EQUIPMENT          | \$2,340.24  |
|                                   | Vendor Total:   |                                    |             |                                      |                                | \$3,780.24  |
| JACOBSZOOM AND ASSOCIATES INC     | 6275            | BIOLOGICAL ASSESSMENT FOR PROP     | \$3,463.75  | 30022200-52100                       | CONTRACTUAL SERVICES           | \$3,463.75  |
|                                   | Vendor Total:   |                                    |             |                                      |                                | \$3,463.75  |
| KELLY-MOORE PAINT COMPANY INC     | 910-00000351816 | MISC. PURCHASES AS REQUIRED        | \$34.44     | 82027111-56300                       | BUILDING MAINT. & REPAIR       | \$34.44     |
|                                   | 910-00000352543 | MISC. PURCHASES AS REQUIRED        | \$14.20     | 10022700-54100                       | SUPPLIES                       | \$14.20     |
|                                   | Vendor Total:   |                                    |             |                                      |                                | \$48.64     |

# List of Checks Presented for Approval on 12/10/2021

## Invoices

| Vendor Name                 | Invoice #  | Invoice Description                               | Invoice Amt | Account Detail and Allocation Detail |                                |            |
|-----------------------------|------------|---------------------------------------------------|-------------|--------------------------------------|--------------------------------|------------|
| KRISTINE LAWLER             | DV120721   | SEWER LATERAL REIMBURSEMENT                       | \$2,000.00  | 84427222-52100                       | CONTRACTUAL SERVICES           | \$2,000.00 |
|                             |            |                                                   |             |                                      | Vendor Total:                  | \$2,000.00 |
| LARRY WALKER ASSOCIATES INC | 00564.08-2 | CONSULTING SVCS - NPDES & RECY                    | \$915.00    | 84027225-52100                       | CONTRACTUAL SERVICES           | \$915.00   |
|                             |            |                                                   |             |                                      | Vendor Total:                  | \$915.00   |
| LEAVITT COMMUNICATIONS LLC  | 7071457    | UHF MOBILE RADIO                                  | \$890.00    | 71021100-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$890.00   |
|                             | 7071418    | UHF MOBILE RADIO                                  | \$905.00    | 71021100-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$905.00   |
|                             |            |                                                   |             |                                      | Vendor Total:                  | \$1,795.00 |
| LIFE ASSIST INC             | 1150246    | MISC. EMS SUPPLIES AS NEEDED                      | \$354.52    | 10521210-54107                       | EMS SUPPLIES                   | \$177.26   |
|                             |            |                                                   |             | 71021100-54107                       | EMS SUPPLIES                   | \$177.26   |
|                             |            |                                                   |             |                                      | Vendor Total:                  | \$354.52   |
| LN CURTIS & SONS            | PINV664134 | PIKE POLES, ROOF HOOKS                            | \$999.37    | 10521210-54102                       | SMALL TOOLS                    | \$999.37   |
|                             | INV540273  | FIRE HOOKS                                        | \$1,096.93  | 10521210-54102                       | SMALL TOOLS                    | \$1,096.93 |
|                             |            |                                                   |             |                                      | Vendor Total:                  | \$2,096.30 |
| LYNN M ADAMS                | DV113021   | SEWER LATERAL REIMBURSEMENT                       | \$2,000.00  | 84427222-52100                       | CONTRACTUAL SERVICES           | \$2,000.00 |
|                             |            |                                                   |             |                                      | Vendor Total:                  | \$2,000.00 |
| MATHESON TRI-GAS INC        | 0024648096 | OXYGEN & MISC. AS NEEDED                          | \$65.00     | 80026210-54100                       | SUPPLIES                       | \$65.00    |
|                             |            |                                                   |             |                                      | Vendor Total:                  | \$65.00    |
| MELANI ELMORE               | DV112421   | INSTRUCTOR                                        | \$450.00    | 10022850-52100                       | CONTRACTUAL SERVICES           | \$450.00   |
|                             |            |                                                   |             |                                      | Vendor Total:                  | \$450.00   |
| MENDO MILL & LUMBER CO      | 201309/1   | OFFICE SUPPLIES FOR SOUTH STATION                 | \$727.56    | 71021100-56300                       | BUILDING MAINT. & REPAIR       | \$727.56   |
|                             | 200035/1   | BUCKET, HACKSAW/BLADE, GARDEN HOE, EXTENSION CORD | \$317.20    | 10521210-54102                       | SMALL TOOLS                    | \$317.20   |
|                             | 200200/1   | TOTE LATCHING, PADLOCK                            | \$131.17    | 10521210-54106                       | SPECIALTY SUPPLIES             | \$131.17   |
|                             | 200036/1   | FILM POLY CLR                                     | \$79.03     | 10521210-54100                       | SUPPLIES                       | \$79.03    |
|                             | 200407/1   | PEANUT OIL FOR FRYER                              | \$92.02     | 10521210-54100                       | SUPPLIES                       | \$92.02    |
|                             | 200390/1   | TURKEY FRYER, PEANUT OIL                          | \$126.02    | 10521210-54100                       | SUPPLIES                       | \$126.02   |
|                             |            |                                                   |             |                                      | Vendor Total:                  | \$1,473.00 |
| MICHELLE WAGENET            | DV113021   | REIMBURSEMENT - T4 LICENSE RENEWAL                | \$105.00    | 82027111-57100                       | LEARNING AND DEVELOPMENT       | \$105.00   |
|                             |            |                                                   |             |                                      | Vendor Total:                  | \$105.00   |
| MOIRS                       | 171489     | MISC. POOL SUPPLIES AS NEEDED                     | \$253.79    | 84027225-58202                       | CHEMICALS                      | \$253.79   |



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## Invoices

| Vendor Name                     | Invoice #    | Invoice Description             | Invoice Amt | Account Detail and Allocation Detail |                                |            |
|---------------------------------|--------------|---------------------------------|-------------|--------------------------------------|--------------------------------|------------|
| MOIRS                           | 171656       | MISC. POOL SUPPLIES AS NEEDED   | \$217.51    | 20822500-54100                       | SUPPLIES                       | \$217.51   |
|                                 |              |                                 |             |                                      | <b>Vendor Total:</b>           | \$471.30   |
| MOTION INDUSTRIES INC           | CA23-528155  | BEARING, FITTINGS & MISC. ITEM  | \$79.79     | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$79.79    |
|                                 | CA23-528180  | BEARING, FITTINGS & MISC. ITEM  | \$112.08    | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$112.08   |
|                                 | CA23-528145  | BEARING, FITTINGS & MISC. ITEM  | \$305.59    | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$305.59   |
|                                 |              |                                 |             |                                      | <b>Vendor Total:</b>           | \$497.46   |
| MUNI SERVICES LLC               | INV06-013122 | SALES TAX AUDIT REPORTING SERVI | \$336.90    | 20013400-52100                       | CONTRACTUAL SERVICES           | \$336.90   |
|                                 | INV06-013121 | SALES TAX AUDIT REPORTING SERV  | \$1,000.00  | 20013400-52100                       | CONTRACTUAL SERVICES           | \$1,000.00 |
|                                 |              |                                 |             |                                      | <b>Vendor Total:</b>           | \$1,336.90 |
| MUNICIPAL MAINTENANCE EQUIPMENT | 0165567-IN   | POWERLOCK CLAMP                 | \$61.51     | 84027221-56130                       | EXTERNAL SERVICES              | \$61.51    |
|                                 |              |                                 |             |                                      | <b>Vendor Total:</b>           | \$61.51    |
| NATHAN ANDREW MONTANO           | 1.1          | UPD DEFENSIVE TACTICS TRAINING  | (\$500.00)  | 10020210-57100                       | LEARNING AND DEVELOPMENT       | (\$500.00) |
|                                 | 1.2          | UPD DEFENSIVE TACTICS TRAINING  | \$500.00    | 10020210-57100                       | LEARNING AND DEVELOPMENT       | \$500.00   |
|                                 | 2            | UPD DEFENSIVE TACTICS TRAINING  | \$500.00    | 10020210-57100                       | LEARNING AND DEVELOPMENT       | \$500.00   |
|                                 |              |                                 |             |                                      | <b>Vendor Total:</b>           | \$500.00   |
| NHA ADVISORS LLC                | 00549        | REGISTERED MUNICIPAL FINANCIAL  | \$1,000.00  | 20013400-52100                       | CONTRACTUAL SERVICES           | \$1,000.00 |
|                                 |              |                                 |             |                                      | <b>Vendor Total:</b>           | \$1,000.00 |
| OCCU-MED LTD                    | 1121511      | PRE-EMPLOYMENT PHYSICAL         | \$3,899.20  | 10020210-54161                       | BACKGROUND & PHYSICALS         | \$2,030.20 |
|                                 |              |                                 |             | 10521210-54161                       | BACKGROUND & PHYSICALS         | \$1,869.00 |
|                                 |              |                                 |             |                                      | <b>Vendor Total:</b>           | \$3,899.20 |
| OLDCASTLE PRECAST INC           | 030301945    | NAME PLATES FOR VAULT           | \$59.88     | 80126100-80230                       | INFRASTRUCTURE                 | \$59.88    |
|                                 |              |                                 |             |                                      | <b>Vendor Total:</b>           | \$59.88    |
| ONE TIME PAY VENDOR             | 0023755      | REC REFUND - GLORIA LOPEZ       | \$63.75     | 10022831-44915                       | RECREATION PROGRAM INCOME      | \$63.75    |
|                                 | 0023458      | REC REFUND - KARINA GONZALEZ    | \$63.75     | 10022831-44915                       | RECREATION PROGRAM INCOME      | \$63.75    |
|                                 | 0023742      | REC REFUND - KATELYN HAAS       | \$63.75     | 10022831-44915                       | RECREATION PROGRAM INCOME      | \$63.75    |
|                                 | 0023479      | REC REFUND - ADRIAN DIAZ        | \$75.00     | 10022831-44915                       | RECREATION PROGRAM INCOME      | \$75.00    |

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| Vendor Name             | Invoice #   | Invoice Description              | Invoice Amt | Account Detail and Allocation Detail |                              |                   |
|-------------------------|-------------|----------------------------------|-------------|--------------------------------------|------------------------------|-------------------|
| ONE TIME PAY VENDOR     | 31611-7     | UTILITY REFUND - TRESSA SCHUTTER | \$24.66     | 90100000-10421                       | UTILITY RECEIVABLES CLEARING | \$24.66           |
|                         |             |                                  |             |                                      | <b>Vendor Total:</b>         | <b>\$290.91</b>   |
| OPPERMAN & SON INC      | 01P49451    | CEMENT                           | \$36.97     | 20324100-56112                       | EQUIPMENT PARTS FOR RESALE   | \$36.97           |
|                         | 01P47742    | FIRE HOSE ADAPTER                | \$53.14     | 10024620-56130                       | EXTERNAL SERVICES            | \$53.14           |
|                         | 01P49739    | SHIFT KNOB                       | \$105.22    | 10024620-56130                       | EXTERNAL SERVICES            | \$105.22          |
|                         | 01P49545    | FUEL TANK SENDER                 | \$164.30    | 10024620-56130                       | EXTERNAL SERVICES            | \$164.30          |
|                         | 01P50006    | SOLENOID, PRIMER VANE            | \$748.25    | 10521210-56130                       | EXTERNAL SERVICES            | \$748.25          |
|                         | 01P49895    | ESP 12 PRIME PUMP                | \$1,336.96  | 10521210-56130                       | EXTERNAL SERVICES            | \$1,336.96        |
|                         | 01P49601    | SMART ALARM                      | \$175.39    | 82027114-56130                       | EXTERNAL SERVICES            | \$175.39          |
|                         | 01P49810    | STEERING WHEEL                   | \$331.27    | 82027114-56130                       | EXTERNAL SERVICES            | \$331.27          |
|                         | 01P49516    | 90 DEGREE ELBOW, HOSES           | \$190.31    | 84027221-56130                       | EXTERNAL SERVICES            | \$190.31          |
|                         | 01P49945    | HORN CONTACT                     | \$204.18    | 84027221-56130                       | EXTERNAL SERVICES            | \$204.18          |
|                         | 01P49869    | GASKET                           | \$86.36     | 20324100-58510                       | REIMBURSABLE JOBS            | \$86.36           |
|                         | 01P49868    | GASKET, LUBE FILTER, CARTRIDGE   | \$115.05    | 20324100-58510                       | REIMBURSABLE JOBS            | \$115.05          |
|                         | 01P49875    | SPV VALVE REPAIR KIT             | \$204.51    | 20324100-58510                       | REIMBURSABLE JOBS            | \$204.51          |
|                         |             |                                  |             |                                      | <b>Vendor Total:</b>         | <b>\$3,751.91</b> |
| OREILLY AUTO PARTS      | 2707-412371 | W/P GASKET                       | \$20.02     | 10020210-56130                       | EXTERNAL SERVICES            | \$20.02           |
|                         | 2707-412364 | IDLER PULLEY                     | \$30.63     | 10020210-56130                       | EXTERNAL SERVICES            | \$30.63           |
|                         | 2707-418152 | CAPSULE                          | \$103.96    | 10020210-56130                       | EXTERNAL SERVICES            | \$103.96          |
|                         | 2707-418245 | CAPSULE                          | \$103.96    | 10020210-56130                       | EXTERNAL SERVICES            | \$103.96          |
|                         | 2707-414727 | CV SHAFT                         | \$451.90    | 20513382-56130                       | EXTERNAL SERVICES            | \$451.90          |
|                         | 2707-412292 | DISC PAD SET                     | \$86.05     | 82027114-56130                       | EXTERNAL SERVICES            | \$86.05           |
|                         |             |                                  |             |                                      | <b>Vendor Total:</b>         | <b>\$796.52</b>   |
| PACE SUPPLY CORPORATION | 027270904-1 | ADA 1 1/2 TS ROYAL SLOAN         | \$597.77    | 20822500-56300                       | BUILDING MAINT. & REPAIR     | \$597.77          |
|                         | 027287758   | GASKET RUBBER FULL FACE          | \$38.06     | 82027111-54102                       | SMALL TOOLS                  | \$38.06           |
|                         | 027306889   | GASKET RUBBER FULL FACE          | \$12.69     | 82027111-54100                       | SUPPLIES                     | \$12.69           |
|                         |             |                                  |             |                                      | <b>Vendor Total:</b>         | <b>\$648.52</b>   |

# List of Checks Presented for Approval on 12/10/2021

## Invoices

| Vendor Name                             | Invoice #        | Invoice Description                             | Invoice Amt  | Account Detail and Allocation Detail |                              |              |
|-----------------------------------------|------------------|-------------------------------------------------|--------------|--------------------------------------|------------------------------|--------------|
| PAYMENTUS GROUP INC                     | INV-15-115244    | CREDIT CARD PROCESSING SERVICE                  | \$5,206.16   | 20513300-52100                       | CONTRACTUAL SERVICES         | \$5,206.16   |
|                                         |                  |                                                 |              |                                      | <b>Vendor Total:</b>         | \$5,206.16   |
| PETERSON POWER SYSTEMS INC              | PC060171372      | REDUCER, NUT, TEE                               | \$99.50      | 10024620-56130                       | EXTERNAL SERVICES            | \$99.50      |
|                                         |                  |                                                 |              |                                      | <b>Vendor Total:</b>         | \$99.50      |
| PETERSON TRUCKS INC                     | 248991RX1        | WIPER BLADES                                    | \$41.55      | 20324100-56112                       | EQUIPMENT PARTS FOR RESALE   | \$41.55      |
|                                         | 248991R          | WIPER BLADES, OIL FILTER, BRAKLEEN              | \$74.47      | 20324100-56112                       | EQUIPMENT PARTS FOR RESALE   | \$74.47      |
|                                         | 249291R          | EXHAUST FILTER, BREATHER ELEM, FUEL FILTER      | \$326.96     | 80026110-56130                       | EXTERNAL SERVICES            | \$326.96     |
|                                         | 249546R          | FUEL FILTER, AIR FILTER, OIL FILTER             | \$12.31      | 82027114-56130                       | EXTERNAL SERVICES            | \$12.31      |
|                                         | 249791R          | WATER/FUEL FILER                                | \$26.19      | 84027221-56130                       | EXTERNAL SERVICES            | \$26.19      |
|                                         | 249546RX1        | OIL/AIR FILTERS                                 | \$84.60      | 84027221-56130                       | EXTERNAL SERVICES            | \$84.60      |
|                                         | CM248564R        | RETURN - AIR FILTER HOUSING                     | (\$137.59)   | 20324100-58510                       | REIMBURSABLE JOBS            | (\$137.59)   |
|                                         |                  |                                                 |              |                                      | <b>Vendor Total:</b>         | \$428.49     |
| QUILL CORPORATION                       | 21072882         | 2" 2-PLY PRINTROLL                              | \$92.75      | 20012200-54100                       | SUPPLIES                     | \$92.75      |
|                                         |                  |                                                 |              |                                      | <b>Vendor Total:</b>         | \$92.75      |
| R&B COMPANY - RWC                       | P940823          | (BS-F-2) BOLT SET, REDUCING COUPLER             | \$180.31     | 82000000-12104                       | INVENTORY - PURCHASES        | \$180.31     |
|                                         |                  |                                                 |              |                                      | <b>Vendor Total:</b>         | \$180.31     |
| RAY C STARKEY                           | P-2100964        | CITY SHIRTS - WWTP                              | \$184.98     | 84027225-54100                       | SUPPLIES                     | \$184.98     |
|                                         |                  |                                                 |              |                                      | <b>Vendor Total:</b>         | \$184.98     |
| REDWOOD EMPIRE MUNICIPAL INSURANCE FUND | 21-12 HEALTHCOMP | DEC 21 REMIF MEDICAL, DENTAL & VISION INSURANCE | \$287,776.32 | 20700000-20524                       | NON-EMPLOYEE HEALTH INS.PREM | \$15,864.16  |
|                                         |                  |                                                 |              | 20700000-20520                       | P/R DEDUCT.- MEDICAL INS     | \$250,711.00 |
|                                         |                  |                                                 |              | 20700000-20510                       | REMIF DENTAL                 | \$17,979.76  |
|                                         |                  |                                                 |              | 20700000-20511                       | REMIF VISION                 | \$3,221.40   |
|                                         |                  |                                                 |              |                                      | <b>Vendor Total:</b>         | \$287,776.32 |
| REDWOOD TREE SERVICE STATIONS INC       | NOV 21           | CAR WASHES & INTERIOR CLEANING                  | \$36.00      | 10020210-56130                       | EXTERNAL SERVICES            | \$36.00      |
|                                         |                  |                                                 |              |                                      | <b>Vendor Total:</b>         | \$36.00      |
| RESPECTECH                              | 43914            | PHONE SYSTEM SERVICE                            | \$112.50     | 10521210-55100                       | TELEPHONE                    | \$112.50     |
|                                         |                  |                                                 |              |                                      | <b>Vendor Total:</b>         | \$112.50     |

# List of Checks Presented for Approval on 12/10/2021

## Invoices

| Vendor Name                               | Invoice #    | Invoice Description                          | Invoice Amt | Account Detail and Allocation Detail |                             |             |
|-------------------------------------------|--------------|----------------------------------------------|-------------|--------------------------------------|-----------------------------|-------------|
| RINO PACIFIC                              | CL35956      | FUEL CARD CHARGES AS NEEDED                  | \$2,608.72  | 10020210-56210                       | FUEL & FLUIDS               | \$2,608.72  |
|                                           |              |                                              |             |                                      | <b>Vendor Total:</b>        | \$2,608.72  |
| ROGINA WATER COMPANY                      | 14355 OCT 21 | WATER SERVICE - 1301 TALMAGE RD              | \$23.89     | 10521210-55210                       | UTILITIES                   | \$23.89     |
|                                           |              |                                              |             |                                      | <b>Vendor Total:</b>        | \$23.89     |
| RONALD ROYSUM                             | UVFA1        | BLUE BAGS FOR RESCUE GEAR                    | \$809.06    | 10521210-54102                       | SMALL TOOLS                 | \$809.06    |
|                                           | UVFA2        | POLES FOR TRI-POD                            | \$916.94    | 10521210-54102                       | SMALL TOOLS                 | \$916.94    |
|                                           | UVFA3        | FLAT FEET FOR TRIPOD, RAPTOR FEET FOR TRIPOD | \$970.88    | 10521210-54102                       | SMALL TOOLS                 | \$970.88    |
|                                           | rs21101      | NRS HAVOC LIVERY HELMET, RED                 | \$3,584.83  | 10521210-54102                       | SMALL TOOLS                 | \$3,584.83  |
|                                           | RS 2179      | VORTEX CMC #727300                           | \$15,423.40 | 84027225-54100                       | SUPPLIES                    | \$15,423.40 |
|                                           |              |                                              |             |                                      | <b>Vendor Total:</b>        | \$21,705.11 |
| ROY THOMAS HISE                           | 093021       | ARCH SVCS - GLU-LAM BEAM REPAI               | \$2,047.50  | 20822500-80220                       | BUILDING IMPROVEMENTS       | \$2,047.50  |
|                                           | 111121       | ARCH SVCS - GLU-LAM BEAM REPAI               | \$4,046.25  | 20822500-80220                       | BUILDING IMPROVEMENTS       | \$4,046.25  |
|                                           | 092921       | ARCH SVCS - GLU-LAM BEAM REPAI               | \$6,153.50  | 20822500-80220                       | BUILDING IMPROVEMENTS       | \$6,153.50  |
|                                           |              |                                              |             |                                      | <b>Vendor Total:</b>        | \$12,247.25 |
| S3 DV8E                                   | 1597         | SOLO RESCUE #SCBA-DECON WASHER               | \$23,776.04 | 10021210-80100                       | MACHINERY & EQUIPMENT       | \$23,776.04 |
|                                           |              |                                              |             |                                      | <b>Vendor Total:</b>        | \$23,776.04 |
| SANTA ROSA JUNIOR COLLEGE                 | AR22-00518   | REGISTRATION - T DELAPO                      | \$49.50     | 10020210-57100                       | LEARNING AND DEVELOPMENT    | \$49.50     |
|                                           |              |                                              |             |                                      | <b>Vendor Total:</b>        | \$49.50     |
| SHN CONSULTING ENGINEERS & GEOLOGISTS INC | 111343       | DESIGN & CONST. MGMNT FOR ZONE               | \$3,750.20  | 82227113-80230                       | INFRASTRUCTURE              | \$3,750.20  |
|                                           |              |                                              |             |                                      | <b>Vendor Total:</b>        | \$3,750.20  |
| STERICYCLE INC                            | 3005790282   | "SHARPS" DISPOSAL AS NEEDED                  | \$22.07     | 10020210-54100                       | SUPPLIES                    | \$22.07     |
|                                           |              |                                              |             |                                      | <b>Vendor Total:</b>        | \$22.07     |
| STRYKER SALES CORPORATION                 | 3585603 M    | 5 YEAR LIFEPAK15 AND LUCAS SYS               | \$8,206.10  | 10521210-52111                       | DEFIBRILLATOR MAINTENANCE   | \$4,456.10  |
|                                           |              |                                              |             | 71021100-52111                       | DEFIBRILLATOR MAINTENANCE   | \$3,750.00  |
|                                           |              |                                              |             |                                      | <b>Vendor Total:</b>        | \$8,206.10  |
| TASC                                      | IN2200206    | FSA ADMIN FEES & RENEWAL FEES                | \$166.32    | 20016100-52151                       | EMPLOYEE BENEFIT ADMIN FEES | \$166.32    |
|                                           |              |                                              |             |                                      | <b>Vendor Total:</b>        | \$166.32    |

# List of Checks Presented for Approval on 12/10/2021

## Invoices

| Vendor Name                     | Invoice #   | Invoice Description                      | Invoice Amt | Account Detail and Allocation Detail |                            |            |
|---------------------------------|-------------|------------------------------------------|-------------|--------------------------------------|----------------------------|------------|
| THOMAS LEE DURNIL               | DV112421    | INSTRUCTOR                               | \$450.00    | 10022850-52100                       | CONTRACTUAL SERVICES       | \$450.00   |
|                                 |             |                                          |             |                                      | Vendor Total:              | \$450.00   |
| TUFTS POLYGRAPH & INVESTIGATION | 2021-669(B) | POLYGRAPH & INVESTIGATION SERVICES       | \$450.00    | 10020210-54161                       | BACKGROUND & PHYSICALS     | \$450.00   |
|                                 | 2021-666(B) | POLYGRAPH & INVESTIGATION SERVICES       | \$950.00    | 10020210-54161                       | BACKGROUND & PHYSICALS     | \$950.00   |
|                                 |             |                                          |             |                                      | Vendor Total:              | \$1,400.00 |
| UKIAH AUTO PARTS                | 241252      | RIVETS                                   | \$19.59     | 20324100-56112                       | EQUIPMENT PARTS FOR RESALE | \$19.59    |
|                                 | 240471      | HAND CLEANER, BLISTER PACK               | \$20.45     | 20324100-56112                       | EQUIPMENT PARTS FOR RESALE | \$20.45    |
|                                 | 239804      | BEAMS                                    | \$68.53     | 20324100-56112                       | EQUIPMENT PARTS FOR RESALE | \$68.53    |
|                                 | 237631      | RETURN - CORE DEPOSIT, OIL FILTER        | (\$37.10)   | 10020210-56130                       | EXTERNAL SERVICES          | (\$20.00)  |
|                                 |             |                                          |             | 10024620-56130                       | EXTERNAL SERVICES          | (\$17.10)  |
|                                 | 237589      | BEAMS                                    | (\$1.63)    | 10020210-56130                       | EXTERNAL SERVICES          | (\$1.63)   |
|                                 | 237575      | OIL FILTER                               | \$8.52      | 10020210-56130                       | EXTERNAL SERVICES          | \$8.52     |
|                                 | 239902      | EPOXY SYRINGE                            | \$18.49     | 10020210-56130                       | EXTERNAL SERVICES          | \$18.49    |
|                                 | 237583      | WIPER BLADES                             | \$28.48     | 10020210-56130                       | EXTERNAL SERVICES          | \$28.48    |
|                                 | 238027      | NITRILE GLOVES, FAB LOOM                 | \$94.16     | 10020210-56130                       | EXTERNAL SERVICES          | \$94.16    |
|                                 | 237547      | BATTERY, CORE DEPOSIT, WIPER BLADE       | \$194.45    | 10020210-56130                       | EXTERNAL SERVICES          | \$194.45   |
|                                 | 238453      | BRAKE PADS/ROTOR, OIL FILTER, AIR FILTER | \$203.02    | 10020210-56130                       | EXTERNAL SERVICES          | \$203.02   |
|                                 | 237624      | BRAKE PADS, WIPER BLADES, OIL FILTER     | \$216.91    | 10020210-56130                       | EXTERNAL SERVICES          | \$216.91   |
|                                 | 240682      | LAMP, DEEP CREEP                         | \$30.62     | 10024620-56130                       | EXTERNAL SERVICES          | \$30.62    |
|                                 | 238612      | OIL FILTER                               | \$36.29     | 10521210-56130                       | EXTERNAL SERVICES          | \$36.29    |
|                                 | 241450      | BATTERY, CORE DEPOSIT                    | \$452.70    | 10521210-56130                       | EXTERNAL SERVICES          | \$452.70   |
|                                 | 238823      | OIL FILER, FUEL FILTER                   | \$35.46     | 80026110-56130                       | EXTERNAL SERVICES          | \$35.46    |
|                                 | 240529      | SPARK PLUG                               | \$22.28     | 82027114-56130                       | EXTERNAL SERVICES          | \$22.28    |
|                                 | 238842      | TEMPERATURE SENSOR                       | \$17.92     | 20324100-58510                       | REIMBURSABLE JOBS          | \$17.92    |
|                                 | 238471      | AUTO & MACHINE PARTS & MATERIA           | \$138.77    | 82027111-54100                       | SUPPLIES                   | \$138.77   |
|                                 | 240433      | BATTERY                                  | \$6.85      | 84027225-54100                       | SUPPLIES                   | \$6.85     |
|                                 |             |                                          |             |                                      | Vendor Total:              | \$1,574.76 |



# List of Checks Presented for Approval on 12/10/2021

## Invoices

| Vendor Name                                   | Invoice #     | Invoice Description                 | Invoice Amt | Account Detail and Allocation Detail |                                |            |
|-----------------------------------------------|---------------|-------------------------------------|-------------|--------------------------------------|--------------------------------|------------|
| UKIAH PAPER SUPPLY                            | 1528534       | JANITORIAL SUPPLIES, MISC AS N      | \$383.12    | 10022100-54100                       | SUPPLIES                       | \$383.12   |
|                                               | 1528339       | JANITORIAL SUPPLIES, MISC AS N      | \$21.73     | 10521210-54100                       | SUPPLIES                       | \$21.73    |
|                                               | 1529342       | JANITORIAL SUPPLIES, MISC AS N      | \$67.31     | 20822500-54100                       | SUPPLIES                       | \$67.31    |
|                                               | 528540        | JANITORIAL SUPPLIES, MISC AS N      | \$139.19    | 20822500-54100                       | SUPPLIES                       | \$139.19   |
|                                               | 1528453       | JANITORIAL SUPPLIES, MISC AS N      | \$62.21     | 31122000-54100                       | SUPPLIES                       | \$62.21    |
|                                               | 1528455       | JANITORIAL SUPPLIES, MISC AS N      | \$57.40     | 73022600-54100                       | SUPPLIES                       | \$57.40    |
|                                               | 1527971       | JANITORIAL SUPPLIES, MISC AS N      | \$112.12    | 73022600-54100                       | SUPPLIES                       | \$112.12   |
|                                               | 1527856       | JANITORIAL SUPPLIES, MISC AS N      | \$144.88    | 80026110-54100                       | SUPPLIES                       | \$144.88   |
|                                               | 1528221       | JANITORIAL SUPPLIES, MISC AS N      | \$205.53    | 82027114-54100                       | SUPPLIES                       | \$205.53   |
|                                               | 528695        | JANITORIAL SUPPLIES, MISC AS N      | \$530.16    | 84027225-54100                       | SUPPLIES                       | \$530.16   |
| Vendor Total:                                 |               |                                     |             |                                      |                                | \$1,723.65 |
| UKIAH VALLEY ASSOCIATION FOR HABILITATION INC | 1N24090       | JANITORIAL SERVICES - WWP FY 2      | \$540.00    | 84027225-52100                       | CONTRACTUAL SERVICES           | \$540.00   |
|                                               | Vendor Total: |                                     |             |                                      |                                | \$540.00   |
| UKIAH WASTE SOLUTIONS INC                     | OCT 21 1      | POLE BOX, YARDWASTE                 | \$642.01    | 80026110-54100                       | SUPPLIES                       | \$642.01   |
|                                               | Vendor Total: |                                     |             |                                      |                                | \$642.01   |
| ULINE                                         | 136962717     | ONEWAY #PP-S-48-S2 48 X 48 SOL      | \$1,912.55  | 82027114-54100                       | SUPPLIES                       | \$956.28   |
|                                               |               |                                     |             | 84027221-54100                       | SUPPLIES                       | \$956.27   |
| Vendor Total:                                 |               |                                     |             |                                      |                                | \$1,912.55 |
| US POST OFFICE                                | DV120721      | METER # 45258829 - PRE-PAID POSTAGE | \$2,400.00  | 73022600-54101                       | POSTAGE                        | \$2,400.00 |
|                                               | Vendor Total: |                                     |             |                                      |                                | \$2,400.00 |
| USA BLUEBOOK                                  | 794303        | CALIBRATION CYLINDER                | \$524.98    | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$524.98   |
|                                               | 779163        | SAFETY CAN CABINET W/MANUAL CL      | \$1,447.95  | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$1,447.95 |
|                                               | Vendor Total: |                                     |             |                                      |                                | \$1,972.93 |
| WALMART COMMUNITY                             | 01544         | DAY CAMP SUPPLIES                   | \$4.62      | 10022840-54100                       | SUPPLIES                       | \$4.62     |
|                                               | 01363         | DAY CAMP SUPPLIES                   | \$52.74     | 10022840-54100                       | SUPPLIES                       | \$52.74    |
|                                               | 08375         | DAY CAMP SUPPLIES                   | \$276.85    | 10022840-54100                       | SUPPLIES                       | \$276.85   |
|                                               | 06113         | DAY CAMP SUPPLIES                   | \$340.88    | 10022840-54100                       | SUPPLIES                       | \$340.88   |
|                                               | 01015         | CLEANING SUPPLIES                   | \$85.65     | 80026400-54100                       | SUPPLIES                       | \$85.65    |
| Vendor Total:                                 |               |                                     |             |                                      |                                | \$760.74   |

# List of Checks Presented for Approval on 12/10/2021

## Invoices

| Vendor Name              | Invoice #     | Invoice Description               | Invoice Amt | Account Detail and Allocation Detail |                             |              |
|--------------------------|---------------|-----------------------------------|-------------|--------------------------------------|-----------------------------|--------------|
| WELTY, WEAVER & CURRIE   | 5532          | LEGAL SERVICES - WATER RESOURC    | \$4,050.00  | 20012200-52304                       | LAFCO FEES AND PROP TAX EXP | \$600.00     |
|                          |               |                                   |             | 82027110-52150                       | LEGAL SERVICES/ EXPENSES    | \$3,450.00   |
|                          |               |                                   |             | Vendor Total:                        |                             | \$4,050.00   |
| WILLOW COUNTY WATER DIST | 10010 NOV 21  | WATER SERVICE - 1500 S STATE S    | \$32.16     | 10521210-55210                       | UTILITIES                   | \$32.16      |
|                          | 40351 NOV 21  | WATER SERVICE - 1640 S STATE S    | \$20.00     | 31122000-55210                       | UTILITIES                   | \$20.00      |
|                          | 40353 NOV 21  | WATER SERVICE - 1640 S STATE S    | \$30.66     | 31122000-55210                       | UTILITIES                   | \$30.66      |
|                          | Vendor Total: |                                   | \$82.82     |                                      |                             |              |
| WIPF CONSTRUCTION LLC    | 7173          | ELECTRIC SERVICE CENTER SITE WORK | \$577.50    | 80126100-80220                       | BUILDING IMPROVEMENTS       | \$577.50     |
|                          |               |                                   |             | Vendor Total:                        |                             | \$577.50     |
| WYATT IRRIGATION CO      | 300191 01     | LOC FITTING COUPLING              | \$8.34      | 10022100-54100                       | SUPPLIES                    | \$8.34       |
|                          | 300301 01     | POWER LOCK, REPL BLADE            | \$46.54     | 10022100-54100                       | SUPPLIES                    | \$46.54      |
|                          | 300307 01     | PVC, CAMLOCK ALUM                 | \$11.46     | 31422860-54100                       | SUPPLIES                    | \$11.46      |
|                          | Vendor Total: |                                   | \$66.34     |                                      |                             |              |
| ZUMAR INDUSTRIES INC     | 95071         | STREET SUPPLIES                   | \$467.13    | 12024200-80230                       | INFRASTRUCTURE              | \$36.62      |
|                          |               |                                   |             | 10024620-54127                       | PW - SIGN POSTS/SHEETING    | \$430.51     |
|                          | 95058         | STREET SUPPLIES                   | \$4,994.59  | 12024200-80230                       | INFRASTRUCTURE              | \$3,798.41   |
|                          |               |                                   |             | 10024620-54127                       | PW - SIGN POSTS/SHEETING    | \$1,196.18   |
|                          | Vendor Total: |                                   | \$5,461.72  |                                      |                             |              |
| INVOICE TOTAL:           |               |                                   |             |                                      |                             | \$793,531.85 |

# List of Checks Presented for Approval on 12/17/2021

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

*Sy Sagin*

*D. R. J.*

CR

Signature

## Invoices

| Vendor Name               | Invoice #       | Invoice Description                | Invoice Amt | Account Detail and Allocation Detail |                              |            |
|---------------------------|-----------------|------------------------------------|-------------|--------------------------------------|------------------------------|------------|
| ACTION RENTS              | 587570-2        | EQUIPMENT & MACHINERY RENTAL A     | \$63.00     | 80126100-80230                       | INFRASTRUCTURE               | \$63.00    |
|                           |                 |                                    |             |                                      | Vendor Total:                | \$63.00    |
| AGGREKO HOLDINGS INC      | 13599692        | 2021 UKIAH ON ICE PACKAGE TO       | \$8,361.53  | 31422860-52100                       | CONTRACTUAL SERVICES         | \$8,361.53 |
|                           |                 |                                    |             |                                      | Vendor Total:                | \$8,361.53 |
| ALHAMBRA NATIONAL WATER   | 5109554 120621  | DRINKING WATER SERVICES            | \$114.18    | 84027225-54100                       | SUPPLIES                     | \$114.18   |
|                           |                 |                                    |             |                                      | Vendor Total:                | \$114.18   |
| AMAURY CONTRERAS          | 6/1/21-11/30/21 | VOLUNTEER REIMBURSEMENT            | \$280.00    | 10521210-52181                       | VOLUNTEER EXPENSES           | \$280.00   |
|                           |                 |                                    |             |                                      | Vendor Total:                | \$280.00   |
| AMAZON CAPITAL SERVICES   | 1LDL-NTMF-H1H3  | USB C DOCK FOR WINDOWS             | \$202.95    | 10022700-54330                       | COMPUTER AND TECHNOLOGY      | \$202.95   |
|                           | 1QY1-1WJ9-FLJ9  | FACE MASKS, LOGITECH WEB CAM       | \$91.58     | 20013400-54330                       | COMPUTER AND TECHNOLOGY      | \$65.32    |
|                           |                 |                                    |             | 20013400-54100                       | SUPPLIES                     | \$26.26    |
|                           | 1FYG-F6HQ-9676  | KEY RACK                           | \$28.30     | 10020210-54100                       | SUPPLIES                     | \$28.30    |
|                           | 1MKQ-N7CT-FTHN  | USB HUB EXTENDED CABLE             | \$16.32     | 20013210-54100                       | SUPPLIES                     | \$16.32    |
|                           | 13FX-D11P-3FPF  | USB C DOCKS FOR WINDOWS            | \$390.18    | 20913900-54100                       | SUPPLIES                     | \$390.18   |
|                           | 11MH-6CFC-KW7Q  | ICE SKATING STEEL TRAINER FOR KIDS | \$640.60    | 31422860-54100                       | SUPPLIES                     | \$640.60   |
|                           | 1VJJ-7XLY-TLHJ  | CHAIN SAW MULTITOOL, POLY FUNNEL   | \$53.29     | 80026110-54100                       | SUPPLIES                     | \$53.29    |
|                           |                 |                                    |             |                                      | Vendor Total:                | \$1,423.22 |
|                           |                 |                                    |             |                                      |                              |            |
| AMWINS GROUP BENEFITS INC | 7093071         | DEC 21 RETIREE HEALTH INSURANCE    | \$2,687.40  | 20700000-20524                       | NON-EMPLOYEE HEALTH INS.PREM | \$2,687.40 |
|                           |                 |                                    |             |                                      | Vendor Total:                | \$2,687.40 |
| ANIXTER                   | 4913256-00      | (2U-CA-25) PEDESTAL, PRIMARY M     | \$2,347.94  | 80126100-80230                       | INFRASTRUCTURE               | \$200.36   |
|                           |                 |                                    |             | 80000000-12104                       | INVENTORY - PURCHASES        | \$2,147.58 |
|                           | 5100497-01      | SPLICE FT                          | \$36.20     | 80000000-12104                       | INVENTORY - PURCHASES        | \$36.20    |
|                           | 5100497-00      | FUSE LINK, SPLICE FT               | \$115.68    | 80000000-12104                       | INVENTORY - PURCHASES        | \$115.68   |
|                           | 5130225-00      | (2U-EL-4) ELBOW, LOADBREAK, 4/     | \$274.37    | 80000000-12104                       | INVENTORY - PURCHASES        | \$274.37   |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                 | Invoice #              | Invoice Description            | Invoice Amt | Account Detail and Allocation Detail |                       |             |
|-----------------------------|------------------------|--------------------------------|-------------|--------------------------------------|-----------------------|-------------|
| ANIXTER                     | 5114061-00             | CONN SEC TERM (LG-50)          | \$1,191.09  | 80000000-12104                       | INVENTORY - PURCHASES | \$1,191.09  |
|                             | 5009423-04             | (2U-SP-4-0) STRT PLUG, 4/0 #K1 | \$1,335.50  | 80000000-12104                       | INVENTORY - PURCHASES | \$1,335.50  |
|                             | 5009423-03             | (2U-SP-4-0) STRT PLUG, 4/0 #K1 | \$1,379.14  | 80000000-12104                       | INVENTORY - PURCHASES | \$1,379.14  |
|                             | 5109665-00             | (DE-B-AL1) DEADEND, BOLTED ALU | \$1,745.93  | 80000000-12104                       | INVENTORY - PURCHASES | \$1,745.93  |
|                             | 5065748-01             | (CP-60) CLAMP, PG AL, 3/0-397  | \$3,701.75  | 80000000-12104                       | INVENTORY - PURCHASES | \$3,701.75  |
|                             | 4913244-00             | (2U-CA-25) PEDESTAL PRIMARY M  | \$10,718.74 | 80000000-12104                       | INVENTORY - PURCHASES | \$10,718.74 |
| Vendor Total:               |                        |                                |             |                                      |                       | \$22,846.34 |
| AT&T                        | 000017411536           | T1 TO INTERNET FOR DOJ/CLETS   | \$301.86    | 10020210-55100                       | TELEPHONE             | \$150.93    |
|                             |                        |                                |             | 20620231-55100                       | TELEPHONE             | \$150.93    |
|                             | 000017410057           | FIBER INTERNET GATEWAY         | \$1,446.96  | 20913900-55100                       | TELEPHONE             | \$1,446.96  |
|                             | 1718 DEC 21            | CC TERMINAL                    | \$210.00    | 77725200-55100                       | TELEPHONE             | \$210.00    |
| Vendor Total:               |                        |                                |             |                                      |                       | \$1,958.82  |
| AT&T MOBILITY               | 832118877X1<br>2142021 | DATA & VOICE CELL PHONES       | \$366.53    | 10020210-55100                       | TELEPHONE             | \$129.69    |
|                             |                        |                                |             | 20620231-55100                       | TELEPHONE             | \$14.98     |
|                             |                        |                                |             | 77725200-55100                       | TELEPHONE             | \$46.35     |
|                             |                        |                                |             | 80026400-55100                       | TELEPHONE             | \$86.46     |
|                             |                        |                                |             | 82027110-55100                       | TELEPHONE             | \$14.98     |
|                             |                        |                                |             | 82027111-55100                       | TELEPHONE             | \$44.11     |
|                             |                        |                                |             | 84027221-55100                       | TELEPHONE             | \$29.96     |
|                             | 832056361X1<br>2142021 | POLICE - MODEMS                | \$562.50    | 10020210-55100                       | TELEPHONE             | \$562.50    |
|                             | 875108535X1<br>2142021 | VOICE & 1 DATA                 | \$37.46     | 84027221-55100                       | TELEPHONE             | \$37.46     |
|                             | 875108535X1<br>1142021 | VOICE & DATA CELL PHONES       | \$37.46     | 84027221-55100                       | TELEPHONE             | \$37.46     |
| Vendor Total:               |                        |                                |             |                                      |                       | \$1,003.95  |
| AUGMENTED MEDIA, LLC        | 03312006               | DISPLAY AD - DEC 21            | \$350.00    | 31422860-54100                       | SUPPLIES              | \$350.00    |
| Vendor Total:               |                        |                                |             |                                      |                       | \$350.00    |
| B & B INDUSTRIAL SUPPLY INC | 259407                 | PRY BAR, JIMMY BAR             | \$63.13     | 10024620-54120                       | PW - SPECIAL SUPPLIES | \$63.13     |
| Vendor Total:               |                        |                                |             |                                      |                       | \$63.13     |
| BADGER METER INC            | 1468736                | BADGER - ITEM #109-2939 2" COM | \$2,136.14  | 82027114-54100                       | SUPPLIES              | \$2,136.14  |
| Vendor Total:               |                        |                                |             |                                      |                       | \$2,136.14  |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name             | Invoice #       | Invoice Description                 | Invoice Amt | Account Detail and Allocation Detail |                                |            |
|-------------------------|-----------------|-------------------------------------|-------------|--------------------------------------|--------------------------------|------------|
| BARNES & THORNBURG      | 202169          | 2021-2022 MONITORING YEAR           | \$4,950.00  | 77725200-52100                       | CONTRACTUAL SERVICES           | \$4,950.00 |
|                         |                 |                                     |             |                                      | Vendor Total:                  | \$4,950.00 |
| BELKORP AG              | 767486          | WET CHARGED BATTERY                 | \$142.01    | 77725200-56300                       | BUILDING MAINT. & REPAIR       | \$142.01   |
|                         | 769608          | FILTER ELEMENT, FILTER, FUEL FILTER | \$68.58     | 10022100-56130                       | EXTERNAL SERVICES              | \$68.58    |
|                         |                 |                                     |             |                                      | Vendor Total:                  | \$210.59   |
| BENJAMIN KATER          | 6/1/21-11/30/21 | VOLUNTEER REIMBURSEMENT             | \$782.00    | 10521210-52181                       | VOLUNTEER EXPENSES             | \$782.00   |
|                         |                 |                                     |             |                                      | Vendor Total:                  | \$782.00   |
| BENJAMIN PAZ            | 6/1/21-11/30/21 | VOLUNTEER REIMBURSEMENT             | \$960.00    | 10521210-52181                       | VOLUNTEER EXPENSES             | \$960.00   |
|                         |                 |                                     |             |                                      | Vendor Total:                  | \$960.00   |
| BEST BEST & KRIEGER LLP | 904802          | RDA LEGAL SERVICES AS NEEDED        | \$128.96    | 96917200-52100                       | CONTRACTUAL SERVICES           | \$128.96   |
|                         | 897120          | RDA LEGAL SERVICES AS NEEDED        | \$257.92    | 96917200-52100                       | CONTRACTUAL SERVICES           | \$257.92   |
|                         | 922997          | RDA LEGAL SERVICES AS NEEDED        | \$405.60    | 96917200-52100                       | CONTRACTUAL SERVICES           | \$405.60   |
|                         |                 |                                     |             |                                      | Vendor Total:                  | \$792.48   |
| BOUND TREE MEDICAL LLC  | 840306937       | EMS SUPPLIES                        | \$34.70     | 10521210-54107                       | EMS SUPPLIES                   | \$34.70    |
|                         |                 |                                     |             |                                      | Vendor Total:                  | \$34.70    |
| BRAD BOWERS             | DV121421        | REIMBURESMENT - PARADE SUPPLIES     | \$190.53    | 80026120-54100                       | SUPPLIES                       | \$190.53   |
|                         |                 |                                     |             |                                      | Vendor Total:                  | \$190.53   |
| BRANDON L PARTELLO      | 0009272819      | ICE SKATE RENTAL (PAIR)             | \$6,500.00  | 90000000-23256                       | SPECIAL EVENTS TRUST           | \$6,500.00 |
|                         |                 |                                     |             |                                      | Vendor Total:                  | \$6,500.00 |
| BRIAN KLATT             | 6/1/21-11/30/21 | VOLUNTEER REIMBURSEMENT             | \$24.00     | 10521210-52181                       | VOLUNTEER EXPENSES             | \$24.00    |
|                         |                 |                                     |             |                                      | Vendor Total:                  | \$24.00    |
| BRUCE DYER FOSTER       | DV120821        | SEWER LATERAL REIMBURSEMENT         | \$2,000.00  | 84427222-52100                       | CONTRACTUAL SERVICES           | \$2,000.00 |
|                         |                 |                                     |             |                                      | Vendor Total:                  | \$2,000.00 |
| BUSINESS CARD           | 690807          | EMPLOYMENT ADVERTISING              | \$150.00    | 20016100-54162                       | ADVERTISING                    | \$150.00   |
|                         | 200011311       | EMPLOYMENT ADVERTISING              | \$275.00    | 20016100-54162                       | ADVERTISING                    | \$275.00   |
|                         | SF-D 26002      | EAGLE SIGNAL TIMERS                 | \$624.95    | 90000000-20210                       | BASIC TAX 7.5%                 | (\$52.36)  |
|                         |                 |                                     |             | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$52.36    |
|                         |                 |                                     |             | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$624.95   |
|                         | 47560           | OTC #1872 SHOP PRESS, 13" STRO      | \$8,168.12  | 90000000-20210                       | BASIC TAX 7.5%                 | (\$724.92) |



# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                      | Invoice #         | Invoice Description              | Invoice Amt | Account Detail and Allocation Detail |                                |             |
|----------------------------------|-------------------|----------------------------------|-------------|--------------------------------------|--------------------------------|-------------|
| BUSINESS CARD                    | 47560             | OTC #1872 SHOP PRESS, 13" STRO   | \$8,168.12  | 20324100-54102                       | SMALL TOOLS                    | \$724.92    |
|                                  |                   |                                  |             | 20324100-54102                       | SMALL TOOLS                    | \$8,168.12  |
|                                  | 81308             | REFUND - SURCHARGE               | (\$2.60)    | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | (\$2.60)    |
|                                  | 534081            | REGISTRATION - J DUENAS          | \$250.00    | 20010000-57100                       | LEARNING AND DEVELOPMENT       | \$250.00    |
|                                  | 853488            | LODGING - S MANNION              | \$1,269.40  | 20016100-57100                       | LEARNING AND DEVELOPMENT       | \$1,269.40  |
|                                  | SF-D 25399        | SURVEY MONKEY - ANNUAL RENEWAL   | \$384.00    | 10022810-57300                       | MEMBERSHIPS & SUBSCRIPTIONS    | \$384.00    |
|                                  | 1637687594        | REACO ICC MEMBERSHIP - S OROPEZA | \$60.00     | 10023320-57300                       | MEMBERSHIPS & SUBSCRIPTIONS    | \$60.00     |
|                                  | 111221            | WALL STREET JOURNAL MEMBERSHIP   | \$19.49     | 20013400-57300                       | MEMBERSHIPS & SUBSCRIPTIONS    | \$19.49     |
|                                  | INV117000796      | ZOOM STANDARD PRO                | \$148.25    | 20012200-54320                       | SOFTWARE                       | \$148.25    |
|                                  | INV24645447 98300 | IT GLUE/KASEYA SOFTWARE          | \$245.70    | 20913900-54320                       | SOFTWARE                       | \$245.70    |
|                                  | INV24645448 11514 | IT GLUE/KASEYA SOFTWARE          | \$245.70    | 20913900-54320                       | SOFTWARE                       | \$245.70    |
|                                  | 112221            | RELENISH FASTRAK - PD            | \$25.00     | 10020210-54100                       | SUPPLIES                       | \$25.00     |
|                                  | SH23933           | TRUE HEPA REPLACEMENT FILTER     | \$50.06     | 10020210-54100                       | SUPPLIES                       | \$50.06     |
|                                  | 26362405          | PD ACTIVITY BOOKS, CRAYONS       | \$526.18    | 10020210-54100                       | SUPPLIES                       | \$526.18    |
|                                  | 03216J            | PUBLIC WORKS LUNCHEON            | \$127.74    | 10024210-54100                       | SUPPLIES                       | \$127.74    |
|                                  | SF-D 25373        | AVPOS MONTHLY SERVICES           | \$50.00     | 77725200-54100                       | SUPPLIES                       | \$50.00     |
|                                  | 473351            | 5HP 60GA AIR COMPRESSOR          | \$1,143.18  | 82027111-54100                       | SUPPLIES                       | \$1,143.18  |
|                                  | 36729             | 3" ENFORCER HOSE                 | \$105.99    | 82027114-54100                       | SUPPLIES                       | \$105.99    |
|                                  |                   |                                  |             |                                      | Vendor Total:                  | \$13,866.16 |
| CA BUILDING STANDARDS COMMISSION | JUL-SEP 21        | QUARTERLY REPORT FOR BSA         | \$165.60    | 90000000-23027                       | BUILDING STDS ADMIN SPEC FD    | \$184.00    |
|                                  |                   |                                  |             | 10000000-48110                       | MISCELLANEOUS RECEIPTS         | (\$18.40)   |
|                                  |                   |                                  |             |                                      | Vendor Total:                  | \$165.60    |
| CANTEEN SERVICE                  | 5975:010897       | WATER FILTRATION SERVICE POLICE  | \$45.00     | 10020210-54100                       | SUPPLIES                       | \$22.50     |
|                                  |                   |                                  |             | 20620231-54100                       | SUPPLIES                       | \$22.50     |
|                                  |                   |                                  |             |                                      | Vendor Total:                  | \$45.00     |
| CAPITOL BARRICADE INC            | 140156            | 12"X18" PUBLIC PARKING SIGN, D   | \$1,368.95  | 10024620-54127                       | PW - SIGN POSTS/SHEETING       | \$1,208.18  |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name           | Invoice #   | Invoice Description              | Invoice Amt   | Account Detail and Allocation Detail |                          |            |
|-----------------------|-------------|----------------------------------|---------------|--------------------------------------|--------------------------|------------|
| CAPITOL BARRICADE INC | 140156      | 12"X18" PUBLIC PARKING SIGN, D   | \$1,368.95    | 10020210-54100                       | SUPPLIES                 | \$107.22   |
|                       |             |                                  |               | 10024620-54100                       | SUPPLIES                 | \$53.55    |
|                       |             |                                  |               | Vendor Total:                        |                          | \$1,368.95 |
| CARTER GRISSOM        | DV 110921.1 | PROMOTER FOR SUNDAYS IN THE PARK | \$1,000.00    | 90000000-23226                       | CONCERT SERIES           | \$1,000.00 |
|                       |             |                                  |               | Vendor Total:                        |                          | \$1,000.00 |
| CHARGEPOINT INC       | IN120765    | MODEUM UPGRADES TO EV CHARGES    | \$781.08      | 80026400-52100                       | CONTRACTUAL SERVICES     | \$781.08   |
|                       |             |                                  |               | Vendor Total:                        |                          | \$781.08   |
| CHROMAGRAPHS          | 79007       | BUSINESS CARDS - E SINGLETON     | \$109.78      | 10521210-54100                       | SUPPLIES                 | \$109.78   |
|                       |             |                                  |               | Vendor Total:                        |                          | \$109.78   |
| CINDY SAUERS          | DV121421    | REIMBURSEMENT - INTERVIEW LUNCH  | \$80.02       | 80026400-54100                       | SUPPLIES                 | \$80.02    |
|                       |             |                                  |               | Vendor Total:                        |                          | \$80.02    |
| CINTAS CORPORATION    | 4100832079  | RUG/MAT & UNIFORM SERVICES       | \$85.39       | 20822500-56300                       | BUILDING MAINT. & REPAIR | \$85.39    |
|                       | 4102144232  | RUG/MAT & UNIFORM SERVICES       | \$85.39       | 20822500-56300                       | BUILDING MAINT. & REPAIR | \$85.39    |
|                       | 5085770075  | RUG/MAT & UNIFORM SERVICES       | \$40.89       | 20324100-52100                       | CONTRACTUAL SERVICES     | \$40.89    |
|                       | 5082674150  | RUG/MAT & UNIFORM SERVICES       | \$69.27       | 20324100-52100                       | CONTRACTUAL SERVICES     | \$69.27    |
|                       | 4100832252  | RUG/MAT & UNIFORM SERVICES       | \$75.73       | 20324100-52100                       | CONTRACTUAL SERVICES     | \$26.38    |
|                       |             |                                  |               | 20824300-52100                       | CONTRACTUAL SERVICES     | \$49.35    |
|                       | 4102790506  | RUG/MAT & UNIFORM SERVICES       | \$77.89       | 20324100-52100                       | CONTRACTUAL SERVICES     | \$26.38    |
|                       |             |                                  |               | 20824300-52100                       | CONTRACTUAL SERVICES     | \$51.51    |
|                       | 4102144199  | RUG/MAT & UNIFORM SERVICES       | \$245.73      | 20324100-52100                       | CONTRACTUAL SERVICES     | \$196.38   |
|                       |             |                                  |               | 20824300-52100                       | CONTRACTUAL SERVICES     | \$49.35    |
|                       | 4100832140  | RUG/MAT & UNIFORM SERVICES       | \$35.00       | 31122000-52100                       | CONTRACTUAL SERVICES     | \$35.00    |
|                       | 4102144156  | RUG/MAT & UNIFORM SERVICES       | \$35.00       | 31122000-52100                       | CONTRACTUAL SERVICES     | \$35.00    |
|                       | 4100832233  | RUG/MAT & UNIFORM SERVICES       | \$35.00       | 73022600-52100                       | CONTRACTUAL SERVICES     | \$35.00    |
|                       | 4102144188  | RUG/MAT & UNIFORM SERVICES       | \$35.00       | 73022600-52100                       | CONTRACTUAL SERVICES     | \$35.00    |
|                       | 4100869199  | RUG/MAT & UNIFORM SERVICES       | \$44.92       | 77725200-54100                       | SUPPLIES                 | \$44.92    |
|                       | 4101552708  | RUG/MAT & UNIFORM SERVICES       | \$44.92       | 77725200-54100                       | SUPPLIES                 | \$44.92    |
|                       | 4102299654  | RUG/MAT & UNIFORM SERVICES       | \$44.92       | 77725200-54100                       | SUPPLIES                 | \$44.92    |
|                       | 4102957499  | RUG/MAT & UNIFORM SERVICES       | \$44.92       | 77725200-54100                       | SUPPLIES                 | \$44.92    |
|                       |             |                                  | Vendor Total: |                                      | \$999.97                 |            |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                      | Invoice #    | Invoice Description              | Invoice Amt | Account Detail and Allocation Detail |                          |             |
|----------------------------------|--------------|----------------------------------|-------------|--------------------------------------|--------------------------|-------------|
| CLERK-RECORDER, MENDOCINO COUNTY | DV121521     | REPLENISH CHARGE ACCT FOR CEQA   | \$200.00    | 10023100-59101                       | FEES                     | \$200.00    |
|                                  |              |                                  |             |                                      | <b>Vendor Total:</b>     | \$200.00    |
| COMCAST                          | 1296 DEC 21  | INTERNET SERVICES                | \$173.12    | 20913900-55100                       | TELEPHONE                | \$173.12    |
|                                  | 4635 DEC 21  | INTERNET SERVICES                | \$246.49    | 20913900-55100                       | TELEPHONE                | \$246.49    |
|                                  | 9780 DEC 21  | INTERNET SERVICES                | \$145.88    | 73022600-55100                       | TELEPHONE                | \$145.88    |
|                                  |              |                                  |             |                                      | <b>Vendor Total:</b>     | \$565.49    |
| COMPUTER OPTIONS INC             | BILL66566    | DISASTER RECOVERY - \$28,000-\$3 | \$502.50    | 20913900-52100                       | CONTRACTUAL SERVICES     | \$502.50    |
|                                  | BILL66472    | DISASTER RECOVERY - \$28,000-\$3 | \$1,438.75  | 20913900-52100                       | CONTRACTUAL SERVICES     | \$1,438.75  |
|                                  |              |                                  |             |                                      | <b>Vendor Total:</b>     | \$1,941.25  |
| CONCUR TECHNOLOGIES INC          | 101100219459 | CONCUR EXPENSE PAY SOFTWARE      | \$457.20    | 20413500-54320                       | SOFTWARE                 | \$457.20    |
|                                  |              |                                  |             |                                      | <b>Vendor Total:</b>     | \$457.20    |
| CWS CONSTRUCTION GROUP INC       | 2021204 5    | ELECTRIC SERVICE CENTER - SITE   | \$52,277.00 | 80126100-80220                       | BUILDING IMPROVEMENTS    | \$52,277.00 |
|                                  |              |                                  |             |                                      | <b>Vendor Total:</b>     | \$52,277.00 |
| CYME INTERNATIONAL T & D INC     | 941991712    | SOFTWARE MAINTENANCE RENEWAL     | \$494.40    | 80026400-54320                       | SOFTWARE                 | \$494.40    |
|                                  |              |                                  |             |                                      | <b>Vendor Total:</b>     | \$494.40    |
| D WALTER K BARR                  | 2799         | DOT PHYSICALS                    | \$840.00    | 20016100-54161                       | BACKGROUND & PHYSICALS   | \$840.00    |
|                                  | 2794         | DOT PHYSICALS                    | \$100.00    | 80026400-54161                       | BACKGROUND & PHYSICALS   | \$100.00    |
|                                  |              |                                  |             |                                      | <b>Vendor Total:</b>     | \$940.00    |
| DANIEL STEEL & MACHINE INC       | 112221-C     | 30-TON HYDRAULIC CRANE & OPERA   | \$3,125.00  | 82027111-52100                       | CONTRACTUAL SERVICES     | \$3,125.00  |
|                                  |              |                                  |             |                                      | <b>Vendor Total:</b>     | \$3,125.00  |
| DAVID RAPPORT                    | 7340         | LEGAL SERVICES FOR FY 21/22      | \$18,783.97 | 20014000-52150                       | LEGAL SERVICES/ EXPENSES | \$77.23     |
|                                  |              |                                  |             | 20014000-52150                       | LEGAL SERVICES/ EXPENSES | \$17,574.84 |
|                                  |              |                                  |             | 20414000-52150                       | LEGAL SERVICES/ EXPENSES | \$436.25    |
|                                  |              |                                  |             | 80014000-52150                       | LEGAL SERVICES/ EXPENSES | \$129.70    |
|                                  |              |                                  |             | 82014000-52150                       | LEGAL SERVICES/ EXPENSES | \$200.44    |
|                                  |              |                                  |             | 84014000-52150                       | LEGAL SERVICES/ EXPENSES | \$40.09     |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                         | Invoice #     | Invoice Description                | Invoice Amt | Account Detail and Allocation Detail |                                |             |
|-------------------------------------|---------------|------------------------------------|-------------|--------------------------------------|--------------------------------|-------------|
| DAVID RAPPORT                       | 7340          | LEGAL SERVICES FOR FY 21/22        | \$18,783.97 | 90214000-52150                       | LEGAL SERVICES/ EXPENSES       | \$325.42    |
|                                     |               |                                    |             |                                      | Vendor Total:                  | \$18,783.97 |
| DEEP VALLEY SECURITY                | 385991        | 3V LIT DURACELL                    | \$32.66     | 10022100-52180                       | SECURITY SERVICES              | \$32.66     |
|                                     |               |                                    |             |                                      | Vendor Total:                  | \$32.66     |
| DEPARTMENT OF JUSTICE               | 549028        | FINGERPRINTS                       | \$294.00    | 10020210-54169                       | LIVESCAN                       | \$294.00    |
|                                     |               |                                    |             |                                      | Vendor Total:                  | \$294.00    |
| DEPT OF CONSERVATION                | JUL-SEP 21    | QUARTERLY TAX RETURN FOR SIMP      | \$467.01    | 90000000-23006                       | STRONG MOTION ED. SET ASIDE    | (\$24.58)   |
|                                     |               |                                    |             | 90000000-23005                       | STRONG MOTION INSTR. PROG.     | \$491.59    |
|                                     |               |                                    |             |                                      | Vendor Total:                  | \$467.01    |
| DOUG HUTCHISON                      | TR 12/7-9/21  | TRAVEL REIMBURSEMENT               | \$597.25    | 10521210-57100                       | LEARNING AND DEVELOPMENT       | \$597.25    |
|                                     |               |                                    |             |                                      | Vendor Total:                  | \$597.25    |
| E SOURCE COMPANIES LLC              | 20915         | PM FOR UTILITY BILLING CIS REP     | \$5,981.00  | 20513300-52100                       | CONTRACTUAL SERVICES           | \$5,981.00  |
|                                     |               |                                    |             |                                      | Vendor Total:                  | \$5,981.00  |
| EDDIE'S COCINA                      | 728587        | PUMPKINFEST MEAL VOUCHERS          | \$191.00    | 90000000-23219                       | PUMPKINFEST                    | \$191.00    |
|                                     |               |                                    |             |                                      | Vendor Total:                  | \$191.00    |
| EFAX CORPORATE                      | 3606128       | EFAX SERVICES                      | \$149.50    | 20012200-52100                       | CONTRACTUAL SERVICES           | \$149.50    |
|                                     |               |                                    |             |                                      | Vendor Total:                  | \$149.50    |
| ELLIES MUTT HUT                     | 629249        | INTERVIEW LUNCHES                  | \$102.25    | 20016100-54163                       | INTERVIEW SUPPLIES             | \$102.25    |
|                                     |               |                                    |             |                                      | Vendor Total:                  | \$102.25    |
| ENHANCED VEHICLE APPLICATIONS LLC   | INV136072     | MONTHLY DATA SERVICE               | \$180.00    | 10020210-52100                       | CONTRACTUAL SERVICES           | \$180.00    |
|                                     |               |                                    |             |                                      | Vendor Total:                  | \$180.00    |
| ERIC SINGLETON                      | TR 10/4-6/21  | TRAVEL REIMBURSEMENT               | \$769.98    | 10521210-57100                       | LEARNING AND DEVELOPMENT       | \$769.98    |
|                                     | TR 9/20-23/21 | TRAVEL REIMBURSEMENT               | \$890.73    | 10521210-57100                       | LEARNING AND DEVELOPMENT       | \$890.73    |
|                                     |               |                                    |             |                                      | Vendor Total:                  | \$1,660.71  |
| EVERGREEN JOB & SAFETY TRAINING INC | 1388          | JOB AND SAFETY TRAINING - NOVEMBER | \$2,193.48  | 80026110-52100                       | CONTRACTUAL SERVICES           | \$2,193.48  |
|                                     |               |                                    |             |                                      | Vendor Total:                  | \$2,193.48  |
| FASTENAL                            | CAUKA44556    | MISC. SUPPLIES AS NEEDED           | \$19.51     | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$19.51     |
|                                     |               |                                    |             |                                      | Vendor Total:                  | \$19.51     |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                | Invoice #   | Invoice Description   | Invoice Amt | Account Detail and Allocation Detail |                                |          |
|----------------------------|-------------|-----------------------|-------------|--------------------------------------|--------------------------------|----------|
| FRIEDMANS HOME IMPROVEMENT | INV14077388 | MISC. ITEMS AS NEEDED | \$84.63     | 20822500-56300                       | BUILDING MAINT. & REPAIR       | \$84.63  |
|                            | INV13986348 | MISC. ITEMS AS NEEDED | \$131.61    | 20822500-56300                       | BUILDING MAINT. & REPAIR       | \$131.61 |
|                            | INV14090797 | MISC. ITEMS AS NEEDED | \$147.22    | 20822500-56300                       | BUILDING MAINT. & REPAIR       | \$147.22 |
|                            | INV14001922 | MISC. ITEMS AS NEEDED | \$243.65    | 20822500-56300                       | BUILDING MAINT. & REPAIR       | \$243.65 |
|                            | INV14042554 | MISC. ITEMS AS NEEDED | \$52.24     | 77725200-56300                       | BUILDING MAINT. & REPAIR       | \$52.24  |
|                            | INV13994065 | MISC. ITEMS AS NEEDED | \$106.30    | 77725200-56300                       | BUILDING MAINT. & REPAIR       | \$106.30 |
|                            | INV14058681 | MISC. ITEMS AS NEEDED | \$110.32    | 77725200-56300                       | BUILDING MAINT. & REPAIR       | \$110.32 |
|                            | INV14004703 | MISC. ITEMS AS NEEDED | \$163.35    | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$163.35 |
|                            | INV14101722 | MISC. ITEMS AS NEEDED | \$4.82      | 84027225-54103                       | LAB SUPPLIES                   | \$4.82   |
|                            | INV14077022 | MISC. ITEMS AS NEEDED | \$145.85    | 10022100-59400                       | OTHER EXPENSES                 | \$145.85 |
|                            | INV14129280 | MISC. ITEMS AS NEEDED | \$19.17     | 10024620-54120                       | PW - SPECIAL SUPPLIES          | \$19.17  |
|                            | INV14123857 | MISC. ITEMS AS NEEDED | \$26.85     | 10024620-54120                       | PW - SPECIAL SUPPLIES          | \$26.85  |
|                            | INV14121877 | MISC. ITEMS AS NEEDED | \$51.63     | 10024620-54120                       | PW - SPECIAL SUPPLIES          | \$51.63  |
|                            | INV14128495 | MISC. ITEMS AS NEEDED | \$53.99     | 10024620-54120                       | PW - SPECIAL SUPPLIES          | \$53.99  |
|                            | INV14026067 | MISC. ITEMS AS NEEDED | \$128.84    | 10024620-54120                       | PW - SPECIAL SUPPLIES          | \$128.84 |
|                            | INV14062567 | MISC. ITEMS AS NEEDED | \$33.49     | 82027111-54102                       | SMALL TOOLS                    | \$33.49  |
|                            | INV14098660 | MISC. ITEMS AS NEEDED | \$86.53     | 82027111-54102                       | SMALL TOOLS                    | \$86.53  |
|                            | INV14097790 | MISC. ITEMS AS NEEDED | \$300.78    | 82027111-54102                       | SMALL TOOLS                    | \$300.78 |
|                            | INV14072437 | MISC. ITEMS AS NEEDED | \$468.33    | 82027111-54102                       | SMALL TOOLS                    | \$468.33 |
|                            | INV14128875 | MISC. ITEMS AS NEEDED | \$507.19    | 90000000-23256                       | SPECIAL EVENTS TRUST           | \$507.19 |
|                            | INV14061526 | MISC. ITEMS AS NEEDED | \$4.88      | 10022100-54100                       | SUPPLIES                       | \$4.88   |
|                            | INV14071894 | MISC. ITEMS AS NEEDED | \$20.59     | 10022100-54100                       | SUPPLIES                       | \$20.59  |
|                            | INV14120307 | MISC. ITEMS AS NEEDED | \$22.85     | 10022100-54100                       | SUPPLIES                       | \$22.85  |
|                            | INV14061524 | MISC. ITEMS AS NEEDED | \$41.66     | 10022100-54100                       | SUPPLIES                       | \$41.66  |
|                            | INV14082450 | MISC. ITEMS AS NEEDED | \$43.48     | 10022100-54100                       | SUPPLIES                       | \$43.48  |
|                            | INV14063461 | MISC. ITEMS AS NEEDED | \$59.22     | 10022100-54100                       | SUPPLIES                       | \$59.22  |
|                            | INV14072678 | MISC. ITEMS AS NEEDED | \$65.83     | 10022100-54100                       | SUPPLIES                       | \$65.83  |
|                            | INV14022798 | MISC. ITEMS AS NEEDED | \$166.86    | 10022100-54100                       | SUPPLIES                       | \$166.86 |



# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                | Invoice #   | Invoice Description   | Invoice Amt | Account Detail and Allocation Detail |          |          |
|----------------------------|-------------|-----------------------|-------------|--------------------------------------|----------|----------|
| FRIEDMANS HOME IMPROVEMENT | INV13987762 | MISC. ITEMS AS NEEDED | \$268.88    | 10022100-54100                       | SUPPLIES | \$268.88 |
|                            | INV13987769 | MISC. ITEMS AS NEEDED | \$305.73    | 10022100-54100                       | SUPPLIES | \$305.73 |
|                            | INV14034334 | MISC. ITEMS AS NEEDED | \$348.31    | 10022100-54100                       | SUPPLIES | \$348.31 |
|                            | INV14093366 | MISC. ITEMS AS NEEDED | \$404.76    | 10022100-54100                       | SUPPLIES | \$404.76 |
|                            | INV14028003 | MISC. ITEMS AS NEEDED | \$10.87     | 10022700-54100                       | SUPPLIES | \$10.87  |
|                            | INV14124285 | MISC. ITEMS AS NEEDED | \$61.18     | 10022831-54100                       | SUPPLIES | \$61.18  |
|                            | INV14098437 | MISC. ITEMS AS NEEDED | \$54.73     | 20324100-54100                       | SUPPLIES | \$54.73  |
|                            | INV14121711 | MISC. ITEMS AS NEEDED | \$64.94     | 20824300-54100                       | SUPPLIES | \$64.94  |
|                            | INV14035654 | MISC. ITEMS AS NEEDED | \$133.24    | 20824300-54100                       | SUPPLIES | \$133.24 |
|                            | INV14130602 | MISC. ITEMS AS NEEDED | \$38.50     | 31422860-54100                       | SUPPLIES | \$38.50  |
|                            | INV13985967 | MISC. ITEMS AS NEEDED | \$29.07     | 80026110-54100                       | SUPPLIES | \$29.07  |
|                            | INV14056576 | MISC. ITEMS AS NEEDED | \$55.94     | 80026110-54100                       | SUPPLIES | \$55.94  |
|                            | INV13986542 | MISC. ITEMS AS NEEDED | \$98.85     | 80026110-54100                       | SUPPLIES | \$98.85  |
|                            | INV13987984 | MISC. ITEMS AS NEEDED | \$114.81    | 80026110-54100                       | SUPPLIES | \$114.81 |
|                            | INV14123110 | MISC. ITEMS AS NEEDED | \$135.78    | 80026110-54100                       | SUPPLIES | \$135.78 |
|                            | INV14059294 | MISC. ITEMS AS NEEDED | \$145.53    | 80026110-54100                       | SUPPLIES | \$145.53 |
|                            | INV14029872 | MISC. ITEMS AS NEEDED | \$40.63     | 80026120-54100                       | SUPPLIES | \$40.63  |
|                            | INV14128293 | MISC. ITEMS AS NEEDED | \$71.04     | 80026120-54100                       | SUPPLIES | \$71.04  |
|                            | INV14127387 | MISC. ITEMS AS NEEDED | \$75.71     | 80026120-54100                       | SUPPLIES | \$75.71  |
|                            | INV14129022 | MISC. ITEMS AS NEEDED | \$79.65     | 80026120-54100                       | SUPPLIES | \$79.65  |
|                            | INV14127014 | MISC. ITEMS AS NEEDED | \$153.03    | 80026120-54100                       | SUPPLIES | \$153.03 |
|                            | INV14124401 | MISC. ITEMS AS NEEDED | \$196.63    | 80026120-54100                       | SUPPLIES | \$196.63 |
|                            | INV14098591 | MISC. ITEMS AS NEEDED | \$19.58     | 80026200-54100                       | SUPPLIES | \$19.58  |
|                            | INV14072547 | MISC. ITEMS AS NEEDED | \$34.05     | 82027111-54100                       | SUPPLIES | \$34.05  |
|                            | INV14073420 | MISC. ITEMS AS NEEDED | \$475.16    | 82027111-54100                       | SUPPLIES | \$475.16 |
|                            | INV13985617 | MISC. ITEMS AS NEEDED | \$2.42      | 82027114-54100                       | SUPPLIES | \$2.42   |
|                            | INV14033481 | MISC. ITEMS AS NEEDED | \$56.57     | 82027114-54100                       | SUPPLIES | \$56.57  |
|                            | INV14091291 | MISC. ITEMS AS NEEDED | \$83.64     | 82027114-54100                       | SUPPLIES | \$83.64  |
|                            | INV14071453 | MISC. ITEMS AS NEEDED | \$25.85     | 84027221-54100                       | SUPPLIES | \$25.85  |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                       | Invoice #       | Invoice Description                | Invoice Amt | Account Detail and Allocation Detail |                       |             |
|-----------------------------------|-----------------|------------------------------------|-------------|--------------------------------------|-----------------------|-------------|
| FRIEDMANS HOME IMPROVEMENT        | INV13995535     | MISC. ITEMS AS NEEDED              | \$51.69     | 84027221-54100                       | SUPPLIES              | \$51.69     |
|                                   | INV14129954     | MISC. ITEMS AS NEEDED              | \$127.37    | 84027221-54100                       | SUPPLIES              | \$127.37    |
|                                   | INV14004147     | MISC. ITEMS AS NEEDED              | \$191.43    | 84027221-54100                       | SUPPLIES              | \$191.43    |
|                                   | INV13987317     | MISC. ITEMS AS NEEDED              | \$201.61    | 84027221-54100                       | SUPPLIES              | \$201.61    |
|                                   | INV14061270     | MISC. ITEMS AS NEEDED              | \$356.27    | 84027221-54100                       | SUPPLIES              | \$356.27    |
|                                   | INV14129659     | MISC. ITEMS AS NEEDED              | \$55.56     | 84027225-54100                       | SUPPLIES              | \$55.56     |
| Vendor Total:                     |                 |                                    |             |                                      |                       | \$7,861.17  |
| GABRIELA BUSHWAY                  | 6/1/21-11/30/21 | VOLUNTEER REIMBURSEMENT            | \$232.00    | 10521210-52181                       | VOLUNTEER EXPENSES    | \$232.00    |
|                                   |                 |                                    |             |                                      | Vendor Total:         |             |
| GCR TIRES & SERVICES              | 851-52869       | TIRES, TUBES, REPARIS & LABOR      | \$43.31     | 10020210-56130                       | EXTERNAL SERVICES     | \$43.31     |
|                                   | 851-52970       | TIRES, TUBES, REPARIS & LABOR      | \$173.82    | 10020210-56130                       | EXTERNAL SERVICES     | \$173.82    |
|                                   | 851-52846       | TIRES, TUBES, REPARIS & LABOR      | \$396.96    | 10020210-56130                       | EXTERNAL SERVICES     | \$396.96    |
|                                   | 851-52847       | TIRES, TUBES, REPARIS & LABOR      | \$612.05    | 10020210-56130                       | EXTERNAL SERVICES     | \$612.05    |
|                                   | 851-52885       | TIRES, TUBES, REPARIS & LABOR      | \$963.25    | 10024620-56130                       | EXTERNAL SERVICES     | \$963.25    |
|                                   | 851-52963       | TIRES, TUBES, REPARIS & LABOR      | \$34.68     | 82027111-56130                       | EXTERNAL SERVICES     | \$34.68     |
| Vendor Total:                     |                 |                                    |             |                                      |                       | \$2,224.07  |
| GENERAL PACIFIC INC               | 1424637         | (C-857) COND, 600V OH AL #4/0,     | \$796.09    | 80000000-12104                       | INVENTORY - PURCHASES | \$796.09    |
|                                   |                 |                                    |             |                                      | Vendor Total:         |             |
| GHD INC                           | 380-0005723     | DOWNTOWN STREETSCAPE - UNDERGROUND | \$1,353.75  | 12024200-80230                       | INFRASTRUCTURE        | \$1,283.47  |
|                                   |                 |                                    |             | 50924200-80230                       | INFRASTRUCTURE        | \$70.28     |
|                                   |                 |                                    |             | Vendor Total:                        |                       | \$1,353.75  |
| GHILOTTI CONSTRUCTION COMPANY INC | 5909*14         | DOWNTOWN STREETSCAPE & ROAD        | \$47,250.00 | 12024200-80230                       | INFRASTRUCTURE        | \$47,250.00 |
|                                   |                 |                                    |             |                                      | Vendor Total:         |             |
| GRADY HURN                        | DV120821        | REIMBURSEMENT - PARADE SUPPLIES    | \$417.10    | 80026120-54100                       | SUPPLIES              | \$417.10    |
|                                   |                 |                                    |             |                                      | Vendor Total:         |             |
| GRAINGER INC                      | 9113145677      | CAR WASH SOAP                      | \$118.53    | 10521210-54100                       | SUPPLIES              | \$118.53    |
|                                   | 9141755067      | BATTERIES                          | \$241.64    | 10521210-54100                       | SUPPLIES              | \$241.64    |
|                                   | 9113374707      | BATTERIES, LIGHTSTICKS             | \$516.54    | 10521210-54100                       | SUPPLIES              | \$516.54    |
|                                   | 9113667860      | MASK RESPIRATOR, CARTRIDGE BAYONET | \$547.04    | 10521210-54100                       | SUPPLIES              | \$547.04    |
|                                   | 9113227020      | CLEANING SUPPLIES - FD             | \$662.69    | 10521210-54100                       | SUPPLIES              | \$662.69    |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                                    | Invoice #  | Invoice Description                 | Invoice Amt | Account Detail and Allocation Detail |                            |            |
|------------------------------------------------|------------|-------------------------------------|-------------|--------------------------------------|----------------------------|------------|
| GRAINGER INC                                   | 9113227038 | SAFETY GLASSES, EAR PLUGS, AIR HORN | \$790.76    | 10521210-54100                       | SUPPLIES                   | \$790.76   |
|                                                |            |                                     |             |                                      | Vendor Total:              | \$2,877.20 |
| HINDERLITER DE LLAMAS AND ASSOCIATES           | SIN013048  | SALES, USE & TRANSACTIONS TAX       | \$5,638.53  | 20013400-52100                       | CONTRACTUAL SERVICES       | \$5,638.53 |
|                                                |            |                                     |             |                                      | Vendor Total:              | \$5,638.53 |
| INFOSEND INC                                   | 203171     | UB PRINT & MAIL SERVICES            | \$4,518.02  | 20513300-52100                       | CONTRACTUAL SERVICES       | \$4,518.02 |
|                                                |            |                                     |             |                                      | Vendor Total:              | \$4,518.02 |
| INTEGRITY SHRED LLC                            | 126225     | DOCUMENT SHREDDING                  | \$61.00     | 20513300-52100                       | CONTRACTUAL SERVICES       | \$61.00    |
|                                                | 119920     | DOCUMENT SHREDDING                  | \$65.00     | 10020210-54100                       | SUPPLIES                   | \$32.50    |
|                                                |            |                                     |             | 20620231-54100                       | SUPPLIES                   | \$32.50    |
|                                                | 126182     | DOCUMENT SHREDDING                  | \$65.00     | 10020210-54100                       | SUPPLIES                   | \$32.50    |
|                                                |            |                                     |             | 20620231-54100                       | SUPPLIES                   | \$32.50    |
|                                                |            |                                     |             |                                      | Vendor Total:              | \$191.00   |
| INTERSTATE BATTERIES                           | 380048483  | BATTERIES                           | (\$300.40)  | 20324100-56112                       | EQUIPMENT PARTS FOR RESALE | (\$300.40) |
|                                                | 391876     | BATTERIES                           | \$302.40    | 20324100-56112                       | EQUIPMENT PARTS FOR RESALE | \$302.40   |
|                                                | 380048215  | BATTERIES                           | (\$256.85)  | 10024620-56130                       | EXTERNAL SERVICES          | (\$256.85) |
|                                                | 330006885  | BATTERIES                           | \$198.02    | 77725200-56130                       | EXTERNAL SERVICES          | \$198.02   |
|                                                | 391718     | BATTERIES                           | \$114.18    | 80026110-56130                       | EXTERNAL SERVICES          | \$114.18   |
|                                                | 380048355  | BATTERIES                           | \$284.98    | 80026110-56130                       | EXTERNAL SERVICES          | \$284.98   |
|                                                | 391720     | BATTERIES                           | \$300.22    | 82027114-56130                       | EXTERNAL SERVICES          | \$150.11   |
|                                                |            |                                     |             | 84027221-56130                       | EXTERNAL SERVICES          | \$150.11   |
|                                                | 391960     | BATTERIES                           | \$300.22    | 84027221-56130                       | EXTERNAL SERVICES          | \$300.22   |
|                                                |            |                                     |             |                                      | Vendor Total:              | \$942.77   |
| INTERWEST CONSULTING GROUP INC                 | 73636      | ON-CALL BUILDING & PLAN CHECK       | \$680.00    | 10521210-52100                       | CONTRACTUAL SERVICES       | \$680.00   |
|                                                |            |                                     |             |                                      | Vendor Total:              | \$680.00   |
| JACK DOHENY COMPANIES INC                      | 144284     | DIG TUBE                            | \$1,030.56  | 84027221-54100                       | SUPPLIES                   | \$1,030.56 |
|                                                |            |                                     |             |                                      | Vendor Total:              | \$1,030.56 |
| JOHNSON'S QUALITY TREE CARE AND LOGGING CO LLC | E6161      | TREE LIMB WEIGHT REMOVAL ON 2       | \$1,800.00  | 10024620-52100                       | CONTRACTUAL SERVICES       | \$1,800.00 |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                                    | Invoice #        | Invoice Description            | Invoice Amt | Account Detail and Allocation Detail |                            |            |
|------------------------------------------------|------------------|--------------------------------|-------------|--------------------------------------|----------------------------|------------|
| JOHNSON'S QUALITY TREE CARE AND LOGGING CO LLC | E6160            | REMOVAL OF REDWOOD AT END OF E | \$4,800.00  | 10024620-52100                       | CONTRACTUAL SERVICES       | \$4,800.00 |
|                                                |                  |                                |             |                                      | Vendor Total:              | \$6,600.00 |
| JUSTIN BUCKINGHAM                              | TR 11/29-12/2/21 | TRAVEL REIMBURSEMENT           | \$10.72     | 10521210-57100                       | LEARNING AND DEVELOPMENT   | \$10.72    |
|                                                | TR 12/9-11/21    | TRAVEL REIMBURSEMENT           | \$594.52    | 10521210-57100                       | LEARNING AND DEVELOPMENT   | \$594.52   |
|                                                |                  |                                |             |                                      | Vendor Total:              | \$605.24   |
| KEN FOWLER MOTORS INC                          | 45037            | KEY FOB PROGRAMMING            | \$77.50     | 10521210-56130                       | EXTERNAL SERVICES          | \$77.50    |
|                                                | 33018            | MODULE KIT                     | \$101.75    | 10521210-56130                       | EXTERNAL SERVICES          | \$101.75   |
|                                                |                  |                                |             |                                      | Vendor Total:              | \$179.25   |
| KONOCTI RIDGE CORPORATION                      | 98772            | EXTERMINATOR SERVICES          | \$98.00     | 10521210-56300                       | BUILDING MAINT. & REPAIR   | \$98.00    |
|                                                |                  |                                |             |                                      | Vendor Total:              | \$98.00    |
| LACO ASSOCIATES                                | 49299            | GEOTECHNICAL & MATERIAL TESTIN | \$2,958.00  | 80126100-80220                       | BUILDING IMPROVEMENTS      | \$2,958.00 |
|                                                |                  |                                |             |                                      | Vendor Total:              | \$2,958.00 |
| LANGUAGE LINE SERVICE INC                      | 10410820         | TRANSLATION AND INTERPRETING S | \$950.50    | 20012300-52100                       | CONTRACTUAL SERVICES       | \$950.50   |
|                                                |                  |                                |             |                                      | Vendor Total:              | \$950.50   |
| LEGAL SHIELD                                   | 38295 NOV 21     | NOV 21 PRE-PAID LEGAL SERVICE  | \$77.70     | 20700000-20526                       | PREPAID LEGAL - AFLAC      | \$77.70    |
|                                                |                  |                                |             |                                      | Vendor Total:              | \$77.70    |
| LEXISNEXIS RISK DATA MANAGEMENT INC            | 1410964-20211130 | LEXIS NEXIS LE PLUS SEARCHING  | \$77.50     | 10020210-54202                       | MAJOR CRIME INVESTIGATIONS | \$77.50    |
|                                                |                  |                                |             |                                      | Vendor Total:              | \$77.50    |
| LN CURTIS & SONS                               | INV537818        | RESCUE GEAR                    | \$82.96     | 10521210-54102                       | SMALL TOOLS                | \$82.96    |
|                                                | INV534936        | RESCUE GEAR                    | \$333.59    | 10521210-54102                       | SMALL TOOLS                | \$333.59   |
|                                                | INV533770        | RESCUE GEAR                    | \$543.91    | 10521210-54102                       | SMALL TOOLS                | \$543.91   |
|                                                | INV533202        | CREWBOSS #WLS0772 GEN II RESPO | \$284.16    | 10521210-54106                       | SPECIALTY SUPPLIES         | \$284.16   |
|                                                |                  |                                |             |                                      | Vendor Total:              | \$1,244.62 |
| LS MITCHELL ARCHITECT INC                      | 1118             | ARCHITECTURE SVCS HASTING ROAD | \$4,741.00  | 80126100-80220                       | BUILDING IMPROVEMENTS      | \$4,741.00 |
|                                                |                  |                                |             |                                      | Vendor Total:              | \$4,741.00 |
| LYMAN GROUP INC                                | 1767650          | PROPANE                        | \$26.33     | 20822500-56210                       | FUEL & FLUIDS              | \$26.33    |
|                                                | 1765346          | PROPANE                        | \$65.48     | 20824300-56210                       | FUEL & FLUIDS              | \$65.48    |
|                                                |                  |                                |             |                                      | Vendor Total:              | \$91.81    |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                                | Invoice #       | Invoice Description                | Invoice Amt  | Account Detail and Allocation Detail |                                |               |
|--------------------------------------------|-----------------|------------------------------------|--------------|--------------------------------------|--------------------------------|---------------|
| MATTHEW HALLIGAN                           | TR 11/23/21     | TRAVEL REIMBURSEMENT               | \$232.92     | 10521210-57100                       | LEARNING AND DEVELOPMENT       | \$232.92      |
|                                            |                 |                                    |              |                                      | Vendor Total:                  | \$232.92      |
| MEL GRANDI                                 | DV121421        | REIMBURSEMENT - INTERVIEW LUNCHES  | \$117.05     | 80026400-54100                       | SUPPLIES                       | \$117.05      |
|                                            |                 |                                    |              |                                      | Vendor Total:                  | \$117.05      |
| MENDOCINO COUNTY HISTORICAL SOCIETY        | 112921          | PHOTOGRAPHS                        | \$3,880.00   | 20012200-52100                       | CONTRACTUAL SERVICES           | \$3,880.00    |
|                                            |                 |                                    |              |                                      | Vendor Total:                  | \$3,880.00    |
| MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY | DV120921        | CONTRIBUTION FOR OPERATION COSTS   | \$29,440.00  | 69624000-59105                       | CONTRIBUTIONS TO OTHER AGENCY  | \$29,440.00   |
|                                            |                 |                                    |              |                                      | Vendor Total:                  | \$29,440.00   |
| MES - MUNICIPAL EMERGENCY SERVICES INC     | IN1649058       | GENESIS #ART.109.370.3 S44-SL3     | \$30,834.41  | 25321210-80100                       | MACHINERY & EQUIPMENT          | \$15,417.21   |
|                                            |                 |                                    |              | 91621400-80100                       | MACHINERY & EQUIPMENT          | \$15,417.20   |
|                                            |                 |                                    |              |                                      | Vendor Total:                  | \$30,834.41   |
| MICHAEL MAYFIELD                           | 6/1/21-11/30/21 | VOLUNTEER REIMBURSEMENT            | \$72.00      | 10521210-52181                       | VOLUNTEER EXPENSES             | \$72.00       |
|                                            |                 |                                    |              |                                      | Vendor Total:                  | \$72.00       |
| MILLVIEW COUNTY WATER DISTRICT             | 10184 NOV 21    | WATER SERVICES - LOVERS LANE       | \$55.01      | 10521210-55210                       | UTILITIES                      | \$55.01       |
|                                            |                 |                                    |              |                                      | Vendor Total:                  | \$55.01       |
| MILSOFT UTILITY SOLUTIONS INC              | 20216320        | REPLACEMENT OF UTILITY BILLING     | \$20,940.00  | 20513300-54320                       | SOFTWARE                       | \$20,940.00   |
|                                            |                 |                                    |              |                                      | Vendor Total:                  | \$20,940.00   |
| NCPA                                       | 006102-1221028  | DEC 21 NCPA                        | \$794,004.00 | 80026440-58104                       | NCPA MANAGEMENT SERVICES       | \$47,324.00   |
|                                            |                 |                                    |              | 80026440-58101                       | NCPA PLANT GENERATION          | (\$66,852.00) |
|                                            |                 |                                    |              | 80026440-58102                       | NCPA POWER PURCHASES           | \$550,703.00  |
|                                            |                 |                                    |              | 80026440-58105                       | NCPA THIRD PARTY SALES         | (\$16,411.00) |
|                                            |                 |                                    |              | 80026440-58103                       | NCPA TRANSMISSION              | \$279,240.00  |
|                                            |                 |                                    |              |                                      | Vendor Total:                  | \$794,004.00  |
| NEW WORLD MFG INC                          | 22455           | HDPE 60MIL SMOOTH, 5MM HD WELD ROD | \$770.23     | 83027330-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$770.23      |
|                                            |                 |                                    |              |                                      | Vendor Total:                  | \$770.23      |



# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                        | Invoice #     | Invoice Description                     | Invoice Amt | Account Detail and Allocation Detail |                                |            |
|------------------------------------|---------------|-----------------------------------------|-------------|--------------------------------------|--------------------------------|------------|
| NORTHERN AGGREGATES INC            | 70192         | MISC. ROCK & ROAD PATCH MATERI          | \$652.20    | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$652.20   |
|                                    | 70181         | MISC. ROCK & ROAD PATCH MATERI          | \$678.81    | 84027225-56504                       | FACILITY MAINTENANCE & REPAIR  | \$678.81   |
|                                    | Vendor Total: |                                         |             |                                      |                                | \$1,331.01 |
| NORTHWEST PUBLIC POWER ASSOCIATION | 68089         | NWPPA MEMBERSHIP RENEWAL                | \$6,946.77  | 80026400-57300                       | MEMBERSHIPS & SUBSCRIPTIONS    | \$6,946.77 |
|                                    | Vendor Total: |                                         |             |                                      |                                | \$6,946.77 |
| OAK MANOR PTO                      | DV121021      | UKIAH ON ICE SKATE NIGHT                | \$100.00    | 31422860-48110                       | MISCELLANEOUS RECEIPTS         | \$100.00   |
|                                    | Vendor Total: |                                         |             |                                      |                                | \$100.00   |
| OCCU-MED LTD                       | 1221511       | PRE-EMPLOYMENT PHYSICAL                 | \$3,313.70  | 10020210-54161                       | BACKGROUND & PHYSICALS         | \$887.50   |
|                                    |               |                                         |             | 10521210-54161                       | BACKGROUND & PHYSICALS         | \$1,869.00 |
|                                    |               |                                         |             | 20016100-54161                       | BACKGROUND & PHYSICALS         | \$557.20   |
|                                    |               |                                         |             | Vendor Total:                        |                                | \$3,313.70 |
| OFFICE DEPOT INC                   | 210356644001  | CALENDAR                                | \$16.32     | 10020210-54100                       | SUPPLIES                       | \$16.32    |
|                                    | 202023581001  | LEGAL PAD WHT                           | \$30.29     | 10020210-54100                       | SUPPLIES                       | \$30.29    |
|                                    | 210319501001  | CALENDARS                               | \$43.53     | 10020210-54100                       | SUPPLIES                       | \$43.53    |
|                                    | 208637602001  | STAPLER, SCISSORS, PAPER HOLDER, PENS   | \$64.99     | 10020210-54100                       | SUPPLIES                       | \$64.99    |
|                                    | 201910217001  | 2M THUNDERBOLT 3 CABLE                  | \$76.20     | 10020210-54100                       | SUPPLIES                       | \$76.20    |
|                                    | 210356643001  | FILE SHELF                              | \$251.45    | 10020210-54100                       | SUPPLIES                       | \$251.45   |
|                                    | 208527682001  | FOLDERS                                 | \$54.10     | 20012500-54100                       | SUPPLIES                       | \$54.10    |
|                                    | 208503028001  | CALENDARS, SCISSORS, PRESSBOARD FOLDERS | \$337.15    | 20012500-54100                       | SUPPLIES                       | \$337.15   |
|                                    | 209939254001  | TONER                                   | \$422.73    | 20013210-54100                       | SUPPLIES                       | \$140.91   |
|                                    |               |                                         |             | 20413510-54100                       | SUPPLIES                       | \$140.91   |
|                                    |               |                                         |             | 20413520-54100                       | SUPPLIES                       | \$140.91   |
|                                    | 207978924001  | REPORT COVERS                           | \$62.55     | 20016100-54100                       | SUPPLIES                       | \$62.55    |
|                                    | 207027232001  | TONER                                   | \$133.17    | 20016100-54100                       | SUPPLIES                       | \$133.17   |
|                                    | 208111065001  | 3-RING BINDERS                          | \$72.05     | 20023510-54100                       | SUPPLIES                       | \$72.05    |
|                                    | 205682990001  | WALL CALENDAR                           | \$28.74     | 80026400-54100                       | SUPPLIES                       | \$28.74    |
|                                    | 205832476001  | ERASABLE WALL CALENDAR                  | \$36.57     | 80026400-54100                       | SUPPLIES                       | \$36.57    |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                | Invoice #    | Invoice Description                     | Invoice Amt | Account Detail and Allocation Detail |                               |            |
|----------------------------|--------------|-----------------------------------------|-------------|--------------------------------------|-------------------------------|------------|
| OFFICE DEPOT INC           | 209077428001 | TONER                                   | \$413.68    | 80026400-54100                       | SUPPLIES                      | \$413.68   |
| Vendor Total:              |              |                                         |             |                                      |                               | \$2,043.52 |
| ONE TIME PAY VENDOR        | 6561         | PERMIT #6561 REFUND - MENDOCINO ROOFING | \$319.18    | 10023300-42210                       | BUILDING PERMITS              | \$259.94   |
|                            |              |                                         |             | 90000000-23027                       | BUILDING STDS ADMIN SPEC FD   | \$1.00     |
|                            |              |                                         |             | 31523100-44152                       | GENERAL PLAN AMEND.           | \$38.99    |
|                            |              |                                         |             | 90000000-23005                       | STRONG MOTION INSTR. PROG.    | \$1.05     |
|                            |              |                                         |             | 10023300-42212                       | TECH & RECORDS SURCHARGE      | \$7.80     |
|                            |              |                                         |             | 10023300-42211                       | TRAIN & CERTIFICATION SURCHRG | \$10.40    |
|                            | 6591         | APPLICATION #6591 REFUND - ROE SANDELIN | \$381.53    | 10023300-42220                       | ELECTRICAL PERMITS            | \$75.95    |
|                            |              |                                         |             | 31523100-44152                       | GENERAL PLAN AMEND.           | \$37.57    |
|                            |              |                                         |             | 10023300-44170                       | PLAN CHECK FEES               | \$50.10    |
|                            |              |                                         |             | 10023300-42230                       | PLUMBING PERMITS              | \$200.38   |
|                            |              |                                         |             | 10023300-42212                       | TECH & RECORDS SURCHARGE      | \$7.51     |
|                            |              |                                         |             | 10023300-42211                       | TRAIN & CERTIFICATION SURCHRG | \$10.02    |
|                            | 0023428      | REC REFUND - HEATHER KNIGHT             | \$75.00     | 10022831-44915                       | RECREATION PROGRAM INCOME     | \$75.00    |
|                            | 0023378      | REC REFUND - MELAINA RILEY              | \$75.00     | 10022831-44915                       | RECREATION PROGRAM INCOME     | \$75.00    |
|                            | 0023641      | REC REFUND - MICHAEL SOUZA              | \$75.00     | 10022831-44915                       | RECREATION PROGRAM INCOME     | \$75.00    |
|                            | 0023676      | REC REFUND - RACHELLE ROBINSON          | \$191.25    | 10022831-44915                       | RECREATION PROGRAM INCOME     | \$191.25   |
|                            | 124951-5     | UTILITY REFUND - CARLIE DUPUIS          | \$88.35     | 90100000-10421                       | UTILITY RECEIVABLES CLEARING  | \$88.35    |
|                            | 126012-4     | UTILITY REFUND - ERENDIRA CORONEL       | \$129.74    | 90100000-10421                       | UTILITY RECEIVABLES CLEARING  | \$129.74   |
|                            | 1164045-5    | UTILITY REFUND - AHMED ALAKWAA          | \$217.19    | 90100000-10421                       | UTILITY RECEIVABLES CLEARING  | \$217.19   |
| Vendor Total:              |              |                                         |             |                                      |                               | \$1,552.24 |
| ONESOURCE DISTRIBUTORS LLC | S6824986.001 | CABLE TIES                              | \$288.52    | 80000000-12104                       | INVENTORY - PURCHASES         | \$288.52   |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                  | Invoice #       | Invoice Description                     | Invoice Amt | Account Detail and Allocation Detail |                          |            |
|------------------------------|-----------------|-----------------------------------------|-------------|--------------------------------------|--------------------------|------------|
| ONESOURCE DISTRIBUTORS LLC   | S6787588.001    | (AL-63) ARRESTOR, LIGHTNING (S          | \$2,892.26  | 80000000-12104                       | INVENTORY - PURCHASES    | \$2,892.26 |
|                              | S6839249.001    | SPRING WASHER                           | \$489.94    | 80026110-54100                       | SUPPLIES                 | \$489.94   |
| Vendor Total:                |                 |                                         |             |                                      |                          | \$3,670.72 |
| ONLINE INFORMATION SRVS INC  | 1096789         | UTILITY EXCHANGE REPORTING FY           | \$192.18    | 20513300-52100                       | CONTRACTUAL SERVICES     | \$192.18   |
|                              | Vendor Total:   |                                         |             |                                      |                          |            |
| PACE SUPPLY CORPORATION      | 027341398       | NIPPLE BRASS, ELL BRASS, COUPLING BRASS | \$27.23     | 82027111-56300                       | BUILDING MAINT. & REPAIR | \$27.23    |
|                              | 027288700-1     | (AD-80) ADAPTER, METAL-PVC (SC          | \$146.99    | 82000000-12104                       | INVENTORY - PURCHASES    | \$146.99   |
|                              | 027127781-1     | 8PVC X 1 IP BRS HINGED SADDLE           | \$163.31    | 82000000-12104                       | INVENTORY - PURCHASES    | \$163.31   |
|                              | 027288700-3     | (AD-80) ADAPTER, METAL-PVC (SC          | \$783.90    | 82000000-12104                       | INVENTORY - PURCHASES    | \$783.90   |
|                              | 027288700-2     | (AD-80) ADAPTER, METAL-PVC (SC          | \$1,415.38  | 82000000-12104                       | INVENTORY - PURCHASES    | \$1,415.38 |
|                              | Vendor Total:   |                                         |             |                                      |                          |            |
| PAPE MACHINERY               | 413865          | ALL PART AND LABOR TO REPAIR            | \$7,507.64  | 84027221-56130                       | EXTERNAL SERVICES        | \$7,507.64 |
|                              | Vendor Total:   |                                         |             |                                      |                          |            |
| PARKER, LUCAS AND ASSOCIATES | 21              | UNDERWRITING SERVICES FOR BUSI          | \$2,031.25  | 61123410-52100                       | CONTRACTUAL SERVICES     | \$2,031.25 |
|                              | Vendor Total:   |                                         |             |                                      |                          |            |
| PAYMENTUS GROUP INC          | INV-15-118028   | CREDIT CARD PROCESSING SERVICE          | \$4,397.85  | 20513300-52100                       | CONTRACTUAL SERVICES     | \$4,397.85 |
|                              | Vendor Total:   |                                         |             |                                      |                          |            |
| PETER ARMSTRONG              | 6/1/31-11/30/21 | VOLUNTEER REIMBURSEMENT                 | \$128.00    | 10521210-52181                       | VOLUNTEER EXPENSES       | \$128.00   |
|                              | Vendor Total:   |                                         |             |                                      |                          |            |
| PFM ASSET MANAGEMENT LLC     | SMA-M1021-26884 | FINANCIAL ADVISORY SERVICES             | \$2,863.90  | 20015100-52100                       | CONTRACTUAL SERVICES     | \$2,863.90 |
|                              | Vendor Total:   |                                         |             |                                      |                          |            |
| PG&E CO                      | 7075-1 NOV 21   | PACIFIC GAS & ELECTRIC                  | \$83.36     | 10022100-55210                       | UTILITIES                | \$83.36    |
|                              | 6833-2 OCT 21   | PACIFIC GAS & ELECTRIC                  | \$444.33    | 10521210-55210                       | UTILITIES                | \$444.33   |
|                              | Vendor Total:   |                                         |             |                                      |                          |            |
| PIONEER LAW GROUP LLP        | 6931            | LANDFILL EIR & CEQA LEGAL SERVICES      | \$750.50    | 70224500-80230                       | INFRASTRUCTURE           | \$750.50   |
|                              | 6702            | LANDFILL EIR & CEQA LEGAL SERVICES      | \$2,282.50  | 70224500-80230                       | INFRASTRUCTURE           | \$2,282.50 |
|                              | 6764            | LANDFILL EIR & CEQA LEGAL SERVICES      | \$2,992.50  | 70224500-80230                       | INFRASTRUCTURE           | \$2,992.50 |
|                              | 6836            | LANDFILL EIR & CEQA LEGAL SERVICES      | \$6,231.00  | 70224500-80230                       | INFRASTRUCTURE           | \$6,231.00 |

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## Invoices

| Vendor Name                   | Invoice # | Invoice Description                | Invoice Amt | Account Detail and Allocation Detail |                                |                    |
|-------------------------------|-----------|------------------------------------|-------------|--------------------------------------|--------------------------------|--------------------|
| PIONEER LAW GROUP LLP         | 6933      | LANDFILL EIR & CEQA LEGAL SERVICES | \$6,449.00  | 70224500-80230                       | INFRASTRUCTURE                 | \$6,449.00         |
|                               |           |                                    |             |                                      | <b>Vendor Total:</b>           | <b>\$18,705.50</b> |
| PUBLIC SERVICE DEPARTMENT     | OCT 21    | CITY UTILITIES                     | \$55,979.06 | 10022100-55210                       | UTILITIES                      | \$9,221.85         |
|                               |           |                                    |             | 10022300-55210                       | UTILITIES                      | \$3,150.33         |
|                               |           |                                    |             | 10022700-55210                       | UTILITIES                      | \$1,401.04         |
|                               |           |                                    |             | 10024214-55210                       | UTILITIES                      | \$641.81           |
|                               |           |                                    |             | 10024620-55210                       | UTILITIES                      | \$381.39           |
|                               |           |                                    |             | 20620231-55210                       | UTILITIES                      | \$54.18            |
|                               |           |                                    |             | 20822500-55210                       | UTILITIES                      | \$6,990.94         |
|                               |           |                                    |             | 20824300-55210                       | UTILITIES                      | \$371.15           |
|                               |           |                                    |             | 64020213-55210                       | UTILITIES                      | \$522.99           |
|                               |           |                                    |             | 72022400-55210                       | UTILITIES                      | (\$18,440.82)      |
|                               |           |                                    |             | 73022600-55210                       | UTILITIES                      | \$1,573.24         |
|                               |           |                                    |             | 77725200-55210                       | UTILITIES                      | \$2,574.73         |
|                               |           |                                    |             | 80026400-55210                       | UTILITIES                      | \$1,803.33         |
|                               |           |                                    |             | 80526150-55210                       | UTILITIES                      | \$9,071.74         |
|                               |           |                                    |             | 82027111-55210                       | UTILITIES                      | \$15,577.88        |
|                               |           |                                    |             | 83027330-55210                       | UTILITIES                      | \$3,593.59         |
|                               |           |                                    |             | 84027221-55210                       | UTILITIES                      | \$44.63            |
|                               |           |                                    |             | 84027225-55210                       | UTILITIES                      | \$17,445.06        |
|                               |           |                                    |             |                                      | <b>Vendor Total:</b>           | <b>\$55,979.06</b> |
| R EMMETT JONES                | NOV 21    | MANAGEMENT ADVISORY SERVICES       | \$750.00    | 20012100-52100                       | CONTRACTUAL SERVICES           | \$750.00           |
|                               |           |                                    |             |                                      | <b>Vendor Total:</b>           | <b>\$750.00</b>    |
| RAINBOW AGRICULTURAL SERVICES | 329167/1  | YARDNEY MANWAY GASKET              | \$652.18    | 84027225-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$652.18           |
|                               | 329668/1  | CARBURETOR                         | \$141.53    | 10022100-56130                       | EXTERNAL SERVICES              | \$141.53           |
|                               | 48636/1   | BACKPACK BLOWER                    | \$653.20    | 10022100-54102                       | SMALL TOOLS                    | \$653.20           |
|                               | 344426/1  | BACKPACK BLOWER, CHEST STRAP       | \$667.38    | 10022100-54102                       | SMALL TOOLS                    | \$667.38           |
|                               | 48416/1   | RAIN GEAR - PARKS DEPT             | \$247.12    | 10022100-54100                       | SUPPLIES                       | \$247.12           |
|                               |           |                                    |             |                                      | <b>Vendor Total:</b>           | <b>\$2,361.41</b>  |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name         | Invoice #     | Invoice Description                 | Invoice Amt | Account Detail and Allocation Detail |                          |            |
|---------------------|---------------|-------------------------------------|-------------|--------------------------------------|--------------------------|------------|
| RAY C STARKEY       | P-2101053     | HOODIE SWEATSHIRT - PARKS           | \$65.31     | 10022100-54100                       | SUPPLIES                 | \$65.31    |
|                     | P-2100966     | HOODIE SWEATSHIRT - PARKS           | \$587.82    | 10022100-54100                       | SUPPLIES                 | \$587.82   |
|                     | Vendor Total: |                                     |             |                                      |                          | \$653.13   |
| REDWOOD COAST FUELS | 2284587       | CARDLOCK FUEL PURCHASES             | \$6,051.44  | 10020210-56210                       | FUEL & FLUIDS            | \$702.66   |
|                     |               |                                     |             | 10022100-56210                       | FUEL & FLUIDS            | \$605.02   |
|                     |               |                                     |             | 10023320-56210                       | FUEL & FLUIDS            | \$77.82    |
|                     |               |                                     |             | 10024620-56210                       | FUEL & FLUIDS            | \$1,259.90 |
|                     |               |                                     |             | 20324100-56210                       | FUEL & FLUIDS            | \$143.50   |
|                     |               |                                     |             | 20513382-56210                       | FUEL & FLUIDS            | \$154.67   |
|                     |               |                                     |             | 80026400-56210                       | FUEL & FLUIDS            | \$1,537.78 |
|                     |               |                                     |             | 82027111-56210                       | FUEL & FLUIDS            | \$416.27   |
|                     |               |                                     |             | 82027114-56210                       | FUEL & FLUIDS            | \$214.57   |
|                     |               |                                     |             | 82027114-56210                       | FUEL & FLUIDS            | \$383.03   |
|                     |               |                                     |             | 84027221-56210                       | FUEL & FLUIDS            | \$182.79   |
|                     |               |                                     |             | 84027221-56210                       | FUEL & FLUIDS            | \$326.29   |
| 84027225-56210      | FUEL & FLUIDS | \$47.14                             |             |                                      |                          |            |
| Vendor Total:       |               |                                     |             |                                      | \$6,051.44               |            |
| REDWOOD FORD        | 337017        | SENSOR                              | \$90.68     | 10024620-56130                       | EXTERNAL SERVICES        | \$90.68    |
|                     | 336831        | FILTER, WIPER BLADE                 | \$57.01     | 10521210-56130                       | EXTERNAL SERVICES        | \$57.01    |
|                     | 336890        | MOULDING                            | \$98.60     | 84027225-56130                       | EXTERNAL SERVICES        | \$98.60    |
| Vendor Total:       |               |                                     |             |                                      | \$246.29                 |            |
| RICHARD ANDERSON    | 211213-1      | AGREEMENT FOR PROF.SVC'S FOR W      | \$4,900.00  | 20913900-52100                       | CONTRACTUAL SERVICES     | \$4,900.00 |
|                     |               |                                     |             | Vendor Total:                        |                          | \$4,900.00 |
| RICHARD THORNTON    | 0000013411    | TELEPHONE PRODUCTS & SERVICES       | \$62.50     | 10020210-54100                       | SUPPLIES                 | \$62.50    |
|                     |               |                                     |             | Vendor Total:                        |                          | \$62.50    |
| RICK PINTANE        | DV121521      | REIMBURSEMENT - EMBROIDERY SERVICES | \$140.00    | 20620231-54100                       | SUPPLIES                 | \$140.00   |
|                     |               |                                     |             | Vendor Total:                        |                          | \$140.00   |
| RYAN NELSON         | TA 1/3-7/22   | TRAVEL ADVANCE                      | \$1,290.58  | 10521210-57100                       | LEARNING AND DEVELOPMENT | \$1,290.58 |
|                     |               |                                     |             | Vendor Total:                        |                          | \$1,290.58 |



# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                         | Invoice #    | Invoice Description                                | Invoice Amt | Account Detail and Allocation Detail |                          |                    |
|-------------------------------------|--------------|----------------------------------------------------|-------------|--------------------------------------|--------------------------|--------------------|
| SANTA ROSA JUNIOR COLLEGE           | AR22-00535   | 966 AJ223 POLICE ACADEMY ENROL                     | \$2,967.00  | 10020210-57100                       | LEARNING AND DEVELOPMENT | \$2,967.00         |
|                                     |              |                                                    |             |                                      | <b>Vendor Total:</b>     | <b>\$2,967.00</b>  |
| SOLID WASTES SYSTEMS INC            | NOV 21       | RESIDENTIAL GARBAGE FEES                           | \$44,788.09 | 90200000-52170                       | UKIAH WASTE SOLUTIONS    | \$44,788.09        |
|                                     |              |                                                    |             |                                      | <b>Vendor Total:</b>     | <b>\$44,788.09</b> |
| SOUTHWIRE C/O YOUNG & COMPANY       | 90168146     | (C-834) CONDUCTOR, 600V OH AL                      | \$1,936.61  | 80000000-12104                       | INVENTORY - PURCHASES    | \$1,936.61         |
|                                     |              |                                                    |             |                                      | <b>Vendor Total:</b>     | <b>\$1,936.61</b>  |
| STAPLES CREDIT PLAN                 | 7342546238-0 | KEYBOARD COMBO, CALCULATOR, CALCULATOR ROLL        | \$92.70     | 20012100-54330                       | COMPUTER AND TECHNOLOGY  | \$42.56            |
|                                     |              |                                                    |             | 20013400-54330                       | COMPUTER AND TECHNOLOGY  | \$50.14            |
|                                     | 7342441215-0 | 19X24 KRYSTAL VIEW MICROBAND                       | \$18.86     | 10022810-54100                       | SUPPLIES                 | \$18.86            |
|                                     | 7344029426-0 | BINDER, PENS                                       | \$53.05     | 10022810-54100                       | SUPPLIES                 | \$53.05            |
|                                     | 7342441215-0 | DESK CALENDAR, WALL CALENDAR                       | \$58.98     | 10022810-54100                       | SUPPLIES                 | \$58.98            |
|                                     | 7341058352-0 | MOD TACKBOARD                                      | \$93.62     | 10023100-54100                       | SUPPLIES                 | \$93.62            |
|                                     | 7343490621-0 | STAPLES, PENS, CARTRIDGES                          | \$543.31    | 10521210-54100                       | SUPPLIES                 | \$543.31           |
|                                     | 7343561296-0 | BATTERIES, BINDER CLIPS, TAPE, PENS                | \$260.03    | 20012200-54100                       | SUPPLIES                 | \$260.03           |
|                                     | 7343964200-0 | PRESS BOARD FOLDERS, TISSUE, STAPLER, 2-HOLE PUNCH | \$324.57    | 20013210-54100                       | SUPPLIES                 | \$32.99            |
|                                     |              |                                                    |             | 20013220-54100                       | SUPPLIES                 | \$46.79            |
|                                     |              |                                                    |             | 20013400-54100                       | SUPPLIES                 | \$244.79           |
|                                     | 7343770030-0 | HD PRE-INKED STAMP                                 | \$26.36     | 20413510-54100                       | SUPPLIES                 | \$13.18            |
|                                     |              |                                                    |             | 20413520-54100                       | SUPPLIES                 | \$13.18            |
|                                     | 7343770030-0 | X-STAMPER                                          | \$44.13     | 20413510-54100                       | SUPPLIES                 | \$22.07            |
|                                     |              |                                                    |             | 20413520-54100                       | SUPPLIES                 | \$22.06            |
|                                     |              |                                                    |             |                                      | <b>Vendor Total:</b>     | <b>\$1,515.61</b>  |
| STATE WATER RESOURCES CONTROL BOARD | WD-0189443   | ANNUAL PERMIT #1B14046RMEN                         | \$3,326.00  | 82027110-59101                       | FEES                     | \$3,326.00         |
|                                     |              |                                                    |             |                                      | <b>Vendor Total:</b>     | <b>\$3,326.00</b>  |
| SUBURBAN PROPANE                    | 1426-206083  | PROPANE                                            | \$600.84    | 10521210-55210                       | UTILITIES                | \$600.84           |
|                                     |              |                                                    |             |                                      | <b>Vendor Total:</b>     | <b>\$600.84</b>    |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                                 | Invoice #       | Invoice Description                | Invoice Amt | Account Detail and Allocation Detail |                                |             |
|---------------------------------------------|-----------------|------------------------------------|-------------|--------------------------------------|--------------------------------|-------------|
| TANYA GILMORE                               | DV121421        | SEWER LATERAL REIMBURSEMENT        | \$2,000.00  | 84427222-52100                       | CONTRACTUAL SERVICES           | \$2,000.00  |
|                                             |                 |                                    |             |                                      | Vendor Total:                  | \$2,000.00  |
| TAYLOR SCHMADEKE                            | 6/1/21-11/30/21 | VOLUNTEER REIMBURSEMENT            | \$528.00    | 10521210-52181                       | VOLUNTEER EXPENSES             | \$528.00    |
|                                             |                 |                                    |             |                                      | Vendor Total:                  | \$528.00    |
| TGIF REPAIRS INC                            | 6600            | PRINTER MAINTENANCE - PD           | \$358.51    | 10020210-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$358.51    |
|                                             | 6601            | PRINTER MAINTENANCE - FINANCE      | \$262.50    | 20013400-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$262.50    |
|                                             |                 |                                    |             |                                      | Vendor Total:                  | \$621.01    |
| THURSTON CHEVROLET TOYOTA SCION             | 238605          | #17410-21500 PIPY ASSY             | \$404.54    | 20513382-56130                       | EXTERNAL SERVICES              | \$202.27    |
|                                             |                 |                                    |             | 20513382-56130                       | EXTERNAL SERVICES              | \$202.27    |
|                                             | 238132          | #17410-21500 PIPY ASSY             | \$4,759.95  | 20513382-56130                       | EXTERNAL SERVICES              | \$2,379.97  |
|                                             |                 |                                    |             | 20513382-56130                       | EXTERNAL SERVICES              | \$2,379.98  |
|                                             |                 |                                    |             |                                      | Vendor Total:                  | \$5,164.49  |
| THURSTON CHRYSLER DODGE JEEP RAM            | 21529           | AM PUMP WATE, AB GASKET            | \$191.42    | 10020210-56130                       | EXTERNAL SERVICES              | \$191.42    |
|                                             |                 |                                    |             |                                      | Vendor Total:                  | \$191.42    |
| TUFTS POLYGRAPH & INVESTIGATION             | 2021-677(A)     | POLYGRAPH & INVESTIGATION SERVICES | \$800.00    | 10521210-54161                       | BACKGROUND & PHYSICALS         | \$800.00    |
|                                             | 2021-678(A)     | POLYGRAPH & INVESTIGATION SERVICES | \$800.00    | 10521210-54161                       | BACKGROUND & PHYSICALS         | \$800.00    |
|                                             |                 |                                    |             |                                      | Vendor Total:                  | \$1,600.00  |
| TYLER TECHNOLOGIES INC                      | 045-357748      | TYLER MUNIS MAINTENANCE AGREEM     | \$66,475.07 | 20913900-54320                       | SOFTWARE                       | \$66,475.07 |
|                                             |                 |                                    |             |                                      | Vendor Total:                  | \$66,475.07 |
| UKIAH AUTUMN LEAVES                         | 121739-7        | PHOTOVOLTAIC REFUND                | \$518.23    | 90100000-10421                       | UTILITY RECEIVABLES CLEARING   | \$518.23    |
|                                             |                 |                                    |             |                                      | Vendor Total:                  | \$518.23    |
| UKIAH VALLEY CULTURAL & RECREATIONAL CENTER | 7               | ANNUAL CIP CONTRIBUTION TO ARR     | \$10,000.00 | 31122000-52100                       | CONTRACTUAL SERVICES           | \$10,000.00 |
|                                             |                 |                                    |             |                                      | Vendor Total:                  | \$10,000.00 |
| UKIAH WASTE SOLUTIONS INC                   | OCT 21 1 FC     | FINANCE CHARGE                     | \$9.63      | 80026110-54100                       | SUPPLIES                       | \$9.63      |
|                                             |                 |                                    |             |                                      | Vendor Total:                  | \$9.63      |
| UPS                                         | 0000E19R54461   | SHIPPING SERVICES                  | \$1.61      | 80026120-54100                       | SUPPLIES                       | \$1.61      |

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| Vendor Name                        | Invoice #      | Invoice Description               | Invoice Amt | Account Detail and Allocation Detail |                                |            |
|------------------------------------|----------------|-----------------------------------|-------------|--------------------------------------|--------------------------------|------------|
| UPS                                | 0000E19R54481  | SHIPPING SERVICES                 | \$34.40     | 80026120-54100                       | SUPPLIES                       | \$34.40    |
|                                    |                |                                   |             |                                      | Vendor Total:                  | \$36.01    |
| US BANK                            | 12981276       | BANK FEES - INVESTMENT ACCOUNTS   | \$1,913.00  | 20015100-52100                       | CONTRACTUAL SERVICES           | \$1,613.00 |
|                                    |                |                                   |             | 96995601-52100                       | CONTRACTUAL SERVICES           | \$150.00   |
|                                    |                |                                   |             | 96995669-52100                       | CONTRACTUAL SERVICES           | \$150.00   |
|                                    |                |                                   |             |                                      | Vendor Total:                  | \$1,913.00 |
| US BANK CORPORATE PAYMENT SERVICES | NOV 21         | CAL CARD PURCHASES                | \$8,273.44  | 10521210-56300                       | BUILDING MAINT. & REPAIR       | \$369.76   |
|                                    |                |                                   |             | 10521210-56120                       | EQUIPMENT MAINTENANCE & REPAIR | \$96.61    |
|                                    |                |                                   |             | 10521210-57100                       | LEARNING AND DEVELOPMENT       | \$999.56   |
|                                    |                |                                   |             | 10521210-57300                       | MEMBERSHIPS & SUBSCRIPTIONS    | \$60.00    |
|                                    |                |                                   |             | 10521210-54101                       | POSTAGE                        | \$57.39    |
|                                    |                |                                   |             | 10521210-54102                       | SMALL TOOLS                    | \$4,024.21 |
|                                    |                |                                   |             | 10521210-54320                       | SOFTWARE                       | \$137.14   |
|                                    |                |                                   |             | 10521210-54100                       | SUPPLIES                       | (\$74.67)  |
|                                    |                |                                   |             | 10521210-54100                       | SUPPLIES                       | \$1,792.57 |
|                                    |                |                                   |             | 71021100-54100                       | SUPPLIES                       | \$578.12   |
|                                    |                |                                   |             | 10521210-55100                       | TELEPHONE                      | \$18.20    |
|                                    |                |                                   |             | 10521210-52181                       | VOLUNTEER EXPENSES             | \$214.55   |
|                                    |                |                                   |             |                                      | Vendor Total:                  | \$8,273.44 |
| US POST OFFICE                     | DV121321       | RECREATION POSTAGE PERMIT #243    | \$3,100.00  | 10022850-54101                       | POSTAGE                        | \$3,100.00 |
|                                    |                |                                   |             |                                      | Vendor Total:                  | \$3,100.00 |
| VCA ANIMAL HOSPITALS, INC          | 982090701      | ANIMAL CARE - JACK                | \$137.07    | 10020210-54100                       | SUPPLIES                       | \$137.07   |
|                                    | 982089054      | VETERINARY SERVICES - JACK        | \$3,675.01  | 10020210-54100                       | SUPPLIES                       | \$3,675.01 |
|                                    |                |                                   |             |                                      | Vendor Total:                  | \$3,812.08 |
| WASTE MANAGEMENT                   | 2838820-2561-4 | GARBAGE SERVICE - 141 LOVERS LN   | \$71.31     | 10521210-55210                       | UTILITIES                      | \$71.31    |
|                                    | 2838639-2561-8 | GARBAGE SERVICE - 1500 S STATE ST | \$71.31     | 10521210-55210                       | UTILITIES                      | \$71.31    |
|                                    |                |                                   |             |                                      | Vendor Total:                  | \$142.62   |

# List of Checks Presented for Approval on 12/17/2021

## Invoices

| Vendor Name                    | Invoice #       | Invoice Description             | Invoice Amt | Account Detail and Allocation Detail |                          |             |
|--------------------------------|-----------------|---------------------------------|-------------|--------------------------------------|--------------------------|-------------|
| WATER SYSTEMS OPTIMIZATION INC | 2098            | WATER AUDIT VALIDATION FOR 201  | \$5,000.00  | 82027111-52100                       | CONTRACTUAL SERVICES     | \$5,000.00  |
|                                |                 |                                 |             |                                      | Vendor Total:            | \$5,000.00  |
| WAYLON HOCKEMIER               | 6/1/21-11/30/21 | VOLUNTEER REIMBURSEMENT         | \$1,258.00  | 10521210-52181                       | VOLUNTEER EXPENSES       | \$1,258.00  |
|                                |                 |                                 |             |                                      | Vendor Total:            | \$1,258.00  |
| WELTY, WEAVER & CURRIE         | 6646            | LEGAL SERVICES - WATER RESOURCE | \$750.00    | 10521210-52150                       | LEGAL SERVICES/ EXPENSES | \$750.00    |
|                                |                 |                                 |             |                                      |                          |             |
|                                | 6648            | LEGAL SERVICES - WATER RESOURCE | \$2,700.00  | 82027110-52150                       | LEGAL SERVICES/ EXPENSES | \$2,700.00  |
|                                |                 |                                 |             |                                      |                          |             |
|                                | 6647            | LEGAL SERVICES - WATER RESOURCE | \$5,337.50  | 82027110-52150                       | LEGAL SERVICES/ EXPENSES | \$5,337.50  |
|                                |                 |                                 |             |                                      | Vendor Total:            | \$8,787.50  |
| WESCO DISTRIBUTION INC         | 10203386        | #8032900 CONDUIT SEAL OFF 2"    | \$262.39    | 90000000-20210                       | BASIC TAX 7.5%           | (\$22.59)   |
|                                |                 |                                 |             | 80026110-54102                       | SMALL TOOLS              | \$22.59     |
|                                |                 |                                 |             | 80026110-54102                       | SMALL TOOLS              | \$262.39    |
|                                | 10203906        | #8032900 CONDUIT SEAL OFF 2"    | \$430.28    | 90000000-20210                       | BASIC TAX 7.5%           | (\$36.50)   |
|                                |                 |                                 |             | 80026110-54102                       | SMALL TOOLS              | \$36.50     |
|                                |                 |                                 |             | 80026110-54102                       | SMALL TOOLS              | \$430.28    |
|                                |                 |                                 |             |                                      | Vendor Total:            | \$692.67    |
| WEST YOST ASSOCIATES INC       | 2047347         | RRWA EXECUTIVE DIRECTOR SERVIC  | \$30,666.08 | 91190100-52100                       | CONTRACTUAL SERVICES     | \$30,666.08 |
|                                |                 |                                 |             |                                      | Vendor Total:            | \$30,666.08 |
| WEX BANK                       | 76518666        | FUEL FOR POLICE                 | \$448.48    | 10020210-56210                       | FUEL & FLUIDS            | \$448.48    |
|                                |                 |                                 |             |                                      | Vendor Total:            | \$448.48    |
| WIPF CONSTRUCTION LLC          | 7494            | DELIVERY OF VARIOUS MATERIALS   | \$719.76    | 82027114-54100                       | SUPPLIES                 | \$719.76    |
|                                |                 |                                 |             |                                      | Vendor Total:            | \$719.76    |
| WITMER PUBLIC SAFETY GROUP     | E2110949        | FIRE GEAR                       | \$782.12    | 10521210-54106                       | SPECIALTY SUPPLIES       | \$782.12    |
|                                |                 |                                 |             |                                      | Vendor Total:            | \$782.12    |
| XEROX CORP                     | 014976656       | COPIER LEASE - SEE ADD'L DESCR  | \$107.14    | 73022600-52100                       | CONTRACTUAL SERVICES     | \$107.14    |
|                                |                 |                                 |             |                                      | Vendor Total:            | \$107.14    |
| ZAB ENTERPRISES INC            | NOV 21          | PROVIDE MISC. FOOD DISHES AS N  | \$629.35    | 20012100-54100                       | SUPPLIES                 | \$28.70     |
|                                |                 |                                 |             | 20012100-54100                       | SUPPLIES                 | \$45.20     |
|                                |                 |                                 |             | 20012100-54100                       | SUPPLIES                 | \$48.00     |
|                                |                 |                                 |             |                                      |                          |             |

# List of Checks Presented for Approval on 12/17/2021

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| Vendor Name         | Invoice # | Invoice Description            | Invoice Amt | Account Detail and Allocation Detail |          |                |
|---------------------|-----------|--------------------------------|-------------|--------------------------------------|----------|----------------|
| ZAB ENTERPRISES INC | NOV 21    | PROVIDE MISC. FOOD DISHES AS N | \$629.35    | 20012100-54100                       | SUPPLIES | \$64.00        |
|                     |           |                                |             | 20012100-54100                       | SUPPLIES | \$73.80        |
|                     |           |                                |             | 20012100-54100                       | SUPPLIES | \$92.00        |
|                     |           |                                |             | 31422860-54100                       | SUPPLIES | \$43.70        |
|                     |           |                                |             | 31422860-54100                       | SUPPLIES | \$102.95       |
|                     |           |                                |             | 84027225-54100                       | SUPPLIES | \$131.00       |
|                     | NOV 21 CC | PROVIDE MISC. FOOD DISHES AS N | \$464.70    | 73022600-54100                       | SUPPLIES | \$464.70       |
| Vendor Total:       |           |                                |             |                                      |          | \$1,094.05     |
| INVOICE TOTAL:      |           |                                |             |                                      |          | \$1,480,140.89 |



# List of Checks Presented for Approval on 12/29/2021

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

*Sgt. S. S. S.*

*D. R. J.*

CR

Signature

## Invoices

| Vendor Name                  | Invoice #  | Invoice Description                      | Invoice Amt | Account Detail and Allocation Detail |                               |            |
|------------------------------|------------|------------------------------------------|-------------|--------------------------------------|-------------------------------|------------|
| AFLAC                        | 042735     | CANCER/LIFE/ACC INSURANCE                | \$8,260.50  | 20700000-20527                       | SECTION 125 (CANCER & LIFE)   | \$8,260.50 |
|                              |            |                                          |             |                                      | Vendor Total:                 | \$8,260.50 |
| AFLAC GROUP INSURANCE        | A171606300 | NOV 21 AFLAC CRITICAL CARE INS           | \$509.96    | 20700000-20538                       | AFLAC CRITICAL ILLNESS POLICY | \$509.96   |
|                              |            |                                          |             |                                      | Vendor Total:                 | \$509.96   |
| AT YOUR PACE ONLINE LLC      | 21-30113   | ON-LINE TRAINING - J AGUILAR, R HULBERT  | \$400.00    | 82027114-57100                       | LEARNING AND DEVELOPMENT      | \$400.00   |
|                              | 21-40258   | REGISTRATION - D TUBBS                   | \$45.00     | 84027225-57100                       | LEARNING AND DEVELOPMENT      | \$45.00    |
|                              |            |                                          |             |                                      | Vendor Total:                 | \$445.00   |
| CA PARKS & REC SOCIETY       | DV122021   | MEMBERSHIPS & REGISTRATIONS - RECREATION | \$1,305.00  | 10022810-57300                       | MEMBERSHIPS & SUBSCRIPTIONS   | \$1,305.00 |
|                              |            |                                          |             |                                      | Vendor Total:                 | \$1,305.00 |
| D WALTER K BARR              | 2952       | DOT PHYSICALS                            | \$200.00    | 20016100-54161                       | BACKGROUND & PHYSICALS        | \$200.00   |
|                              | 3003       | DOT PHYSICALS                            | \$300.00    | 20016100-54161                       | BACKGROUND & PHYSICALS        | \$300.00   |
|                              | 2922       | DOT PHYSICALS                            | \$200.00    | 84027221-54161                       | BACKGROUND & PHYSICALS        | \$200.00   |
|                              |            |                                          |             |                                      | Vendor Total:                 | \$700.00   |
| DEPARTMENT OF JUSTICE        | 549151     | FINGERPRINTS                             | \$580.00    | 10022900-54169                       | LIVESCAN                      | \$384.00   |
|                              |            |                                          |             | 20016100-54165                       | NEW EMPLOYEE FINGERPRINT      | \$196.00   |
|                              |            |                                          |             |                                      | Vendor Total:                 | \$580.00   |
| DON BROWN                    | DV122021   | REIMBURSEMENT - WATER TREATMENT LICENSE  | \$60.00     | 82027114-57100                       | LEARNING AND DEVELOPMENT      | \$60.00    |
|                              |            |                                          |             |                                      | Vendor Total:                 | \$60.00    |
| GRANITE CONSTRUCTION COMPANY | 2113271    | MISC ROCK & ROAD PATCH MATERIA           | \$409.09    | 82027114-54100                       | SUPPLIES                      | \$409.09   |
|                              | 2112050    | MISC ROCK & ROAD PATCH MATERIA           | \$935.58    | 82027114-54100                       | SUPPLIES                      | \$935.58   |
|                              | 2137472    | MISC ROCK & ROAD PATCH MATERIA           | \$211.26    | 84027221-54100                       | SUPPLIES                      | \$211.26   |
|                              |            |                                          |             |                                      | Vendor Total:                 | \$1,555.93 |
| KATHERINE ESCOBEDO           | DV122221   | INSTRUCTOR                               | \$3,313.34  | 10022850-52100                       | CONTRACTUAL SERVICES          | \$3,313.34 |
|                              |            |                                          |             |                                      | Vendor Total:                 | \$3,313.34 |

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| Vendor Name                    | Invoice # | Invoice Description                     | Invoice Amt | Account Detail and Allocation Detail |                              |            |
|--------------------------------|-----------|-----------------------------------------|-------------|--------------------------------------|------------------------------|------------|
| KRISTINE LAWLER                | DV122221  | REIMBURSEMENT - SUPPLIES                | \$7.56      | 20012500-54100                       | SUPPLIES                     | \$7.56     |
|                                |           |                                         |             |                                      | <b>Vendor Total:</b>         | \$7.56     |
| LIEBERT<br>CASSIDY<br>WHITMORE | 207848    | LEGAL SERVICES PERTAINING TO E          | \$116.00    | 20016100-52150                       | LEGAL SERVICES/ EXPENSES     | \$116.00   |
|                                | 207761    | LEGAL SERVICES PERTAINING TO E          | \$406.00    | 20016100-52150                       | LEGAL SERVICES/ EXPENSES     | \$406.00   |
|                                | 209377    | LEGAL SERVICES PERTAINING TO E          | \$638.00    | 20016100-52150                       | LEGAL SERVICES/ EXPENSES     | \$638.00   |
|                                | 207173    | LEGAL SERVICES PERTAINING TO E          | \$923.00    | 20016100-52150                       | LEGAL SERVICES/ EXPENSES     | \$923.00   |
|                                | 207864    | LEGAL SERVICES PERTAINING TO E          | \$1,112.50  | 20016100-52150                       | LEGAL SERVICES/ EXPENSES     | \$1,112.50 |
|                                | 209378    | LEGAL SERVICES PERTAINING TO E          | \$1,876.00  | 20016100-52150                       | LEGAL SERVICES/ EXPENSES     | \$1,876.00 |
|                                | 209376    | LEGAL SERVICES PERTAINING TO E          | \$3,585.00  | 20016100-52150                       | LEGAL SERVICES/ EXPENSES     | \$3,585.00 |
|                                |           |                                         |             |                                      | <b>Vendor Total:</b>         | \$8,656.50 |
| MEL GRANDI                     | DV122021  | REIMBURSEMENT - SUPPLIES                | \$12.63     | 80026400-54100                       | SUPPLIES                     | \$12.63    |
|                                |           |                                         |             |                                      | <b>Vendor Total:</b>         | \$12.63    |
| ONE TIME PAY<br>VENDOR         | 0023662   | REC REFUND - ZORAH EVERSON              | \$63.75     | 10022831-44915                       | RECREATION PROGRAM INCOME    | \$63.75    |
|                                | 0023835   | REC REFUND - YADIRA DOMINGUEZ           | \$150.00    | 10022850-44915                       | RECREATION PROGRAM INCOME    | \$150.00   |
|                                | 0023840   | REC REFUND - NICK WEISS                 | \$200.00    | 10022850-44915                       | RECREATION PROGRAM INCOME    | \$200.00   |
|                                | 0023872   | REC REFUND - ANDREA GARCIA              | \$225.00    | 10022850-44915                       | RECREATION PROGRAM INCOME    | \$225.00   |
|                                | 105819-7  | UTILITY REFUND - RACHEL WHETSTONE       | \$81.33     | 90100000-10421                       | UTILITY RECEIVABLES CLEARING | \$81.33    |
|                                | 117469-7  | UTILITY REFUND - KEVIN PAGE             | \$358.03    | 90100000-10421                       | UTILITY RECEIVABLES CLEARING | \$358.03   |
|                                |           |                                         |             |                                      | <b>Vendor Total:</b>         | \$1,078.11 |
| ROBERT HULBERT                 | DV122021  | REIMBURSEMENT - WATER TREATMENT LICENSE | \$60.00     | 82027114-57100                       | LEARNING AND DEVELOPMENT     | \$60.00    |
|                                |           |                                         |             |                                      | <b>Vendor Total:</b>         | \$60.00    |
| SARAH BROWN                    | DV122821  | STAFF LUNCH MEETING                     | \$144.80    | 20013210-54100                       | SUPPLIES                     | \$72.40    |
|                                |           |                                         |             | 20013220-54100                       | SUPPLIES                     | \$72.40    |
|                                |           |                                         |             |                                      | <b>Vendor Total:</b>         | \$144.80   |

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|-------------------------------------|-------------|---------------------------------------|-------------|--------------------------------------|--------------------------|--------------------|
| SHAREGATE GROUP INC                 | 119530      | SHAREGATE PRODUCTIVITY (SHG-P-        | \$4,495.00  | 20913900-54320                       | SOFTWARE                 | \$4,495.00         |
|                                     |             |                                       |             |                                      | <b>Vendor Total:</b>     | <b>\$4,495.00</b>  |
| STATE WATER RESOURCES CONTROL BOARD | DV121621    | WATER TREATMENT CERTIFICATE - C GOWAN | \$60.00     | 84027225-57100                       | LEARNING AND DEVELOPMENT | \$60.00            |
|                                     |             |                                       |             |                                      | <b>Vendor Total:</b>     | <b>\$60.00</b>     |
| STEVEN RATLEY                       | P-699       | SEWER LATERAL REIMBURSEMENT           | \$2,000.00  | 84427222-52100                       | CONTRACTUAL SERVICES     | \$2,000.00         |
|                                     |             |                                       |             |                                      | <b>Vendor Total:</b>     | <b>\$2,000.00</b>  |
| THIRD DEGREE COMMUNICATIONS INC     | 10437       | REGISTRATION - L DUTCHER              | \$375.00    | 10020210-57100                       | LEARNING AND DEVELOPMENT | \$375.00           |
|                                     |             |                                       |             |                                      | <b>Vendor Total:</b>     | <b>\$375.00</b>    |
| TUFTS POLYGRAPH & INVESTIGATION     | 2021-681(A) | POLYGRAPH & INVESTIGATION SERVICES    | \$800.00    | 10521210-54161                       | BACKGROUND & PHYSICALS   | \$800.00           |
|                                     |             |                                       |             |                                      | <b>Vendor Total:</b>     | <b>\$800.00</b>    |
| VERNLYN V FARNSWORTH                | P-700       | REIMBURSEMENT - SEWER LATERAL         | \$2,000.00  | 84427222-52100                       | CONTRACTUAL SERVICES     | \$2,000.00         |
|                                     |             |                                       |             |                                      | <b>Vendor Total:</b>     | <b>\$2,000.00</b>  |
| YOKAYO ELEMENTARY PTA               | DV121721    | YOKAYO PTO SKATE NIGHT                | \$78.00     | 31422860-48110                       | MISCELLANEOUS RECEIPTS   | \$78.00            |
|                                     |             |                                       |             |                                      | <b>Vendor Total:</b>     | <b>\$78.00</b>     |
|                                     |             |                                       |             |                                      | <b>INVOICE TOTAL:</b>    | <b>\$36,497.33</b> |



## AGENDA SUMMARY REPORT

**SUBJECT:** Adoption of Ordinance Amending Article 1 of Division 1, Chapter 4 of the Ukiah City Code to Reform the Paths, Open Space, and Creeks Commission and the Parks, Recreation and Golf Commission into the Public Spaces Commission.

**DEPARTMENT:** Community Services

**PREPARED BY:** Neil Davis, Community Services Administrator

**PRESENTER:** Neil Davis, Community Services Director

**ATTACHMENTS:**

1. Public Spaces Commission Ordinance Introduced
2. ASR Community Outreach Plan Draft

**Summary:** Council will consider adopting an ordinance amending Article 1 of Division 1, Chapter 4 of the Ukiah City Code to reform the Paths, Open Space, and Creeks Commission and the Parks, Recreation and Golf Commission into the Public Spaces Commission.

**Background:** On January 19, 2022, the Ukiah City Council approved the introduction of the ordinance amending Article 1 of Division 1, Chapter 4 of the Ukiah City Code to reform the Paths, Open Space, and Creeks Commission (POSCC) and the Parks, Recreation and Golf Commission (PRGC) into the Public Spaces Commission (PSC).

**Discussion:** The intent in the reformation of the POSCC and PRGC into a new Public Spaces Commission (Attachment 1) is to focus on the Commission's role as an avenue to foster a culture of informed public input on the wise use of public spaces and to make recommendations and provide advice to staff and Council based on broad and informed public input. A draft "Public Spaces Commission Community Outreach Plan" for improved processes to solicit public comment has been included in Attachment 2. Should Council adopt this ordinance, staff will present the attached draft Community Outreach Plan to the new commissioners for their consideration.

All current POSCC and PRGC Commissioners will be invited to join the PSC through the remainder of their term.

The PSC will have three primary functions. The first function will be to solicit, collate, and analyze public input, and provide Council advice and recommendations based on this input. The second function is to form short-term "work groups" both among themselves as well as with members of the public to pursue areas of interest and to the benefit of effective City management. Ideally, all working groups should have a City Council member or staff member actively engaged on the working group. The third function will be an annual update to the Public Spaces Commission Community Outreach Plan (Attachment 2). The annual update to the plan will allow the PSC, in collaboration with staff and Council to continually work to improve the community input process.

Staff will track and report on PSC activities. An annual PSC activity report will be presented to Council to include items such as, number of meetings held, meeting attendance, e-newsletter totals (number of subscribers, number of email "opens" etc.), number of social media posts (and associated metrics).

**Recommended Action:** Adopt Ordinance amending Article 1 of Division 1, Chapter 4 of the Ukiah City Code to reform the Paths, Open Space, and Creeks Commission and the Parks, Recreation and Golf Commission into the Public Spaces Commission.

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**BUDGET AMENDMENT REQUIRED:** N/A

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**CURRENT BUDGET AMOUNT:** N/A

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**PROPOSED BUDGET AMOUNT:** N/A

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**FINANCING SOURCE:** N/A

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**PREVIOUS CONTRACT/PURCHASE ORDER NO.:** N/A

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**COORDINATED WITH:** City Manager's Office and City Attorney's Office

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Approved:   
Sage Sangiacomo, City Manager



**ORDINANCE NO.**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH  
AMENDING ARTICLE 1 AND REPEALING ARTICLE 1B FROM  
DIVISION 1, CHAPTER 4 OF THE CITY CODE TO ESTABLISH THE  
PUBLIC SPACES COMMISSION.**

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

**SECTION ONE. FINDINGS**

1. On September 15, 2021, the Ukiah City Council received a presentation of findings from staff to improve the efficiency and productivity of the Paths, Open Space and Creeks Commission (POSCC) and the Parks, Recreation, and Golf Commission (PRGC). In this presentation, staff sought direction from Council regarding the recommended reformation of these commissions as a single Public Spaces Commission ("Commission"). Council directed staff to proceed with drafting an Ordinance that would merge the POSCC and PRGC into a single Public Spaces Commission and to consider the functions and authority of the reformed Commission.
2. The intent in the reformation of the POSCC and PRGC into a new Public Spaces Commission is to improve the efficiency and effectiveness of the two groups while continuing to serve the same broad functions regarding policy recommendations for use of public spaces within the City.
3. The Commission will work to foster a culture of informed public input on the wise use of public spaces and to make recommendations and provide advice to Staff and Council based on broad and informed public input.
4. The Commission will draft and annually update a "Public Spaces Commission Community Outreach Plan" for improved processes to solicit public comment. The Plan will be submitted to Council for approval.
5. All current POSCC and PRGC commissioners will be invited to join the Commission through the remainder of their respective terms.
6. Pursuant to the unanimous vote of Council at their November 8, 2021 meeting, this Ordinance will reform the POSCC and PRGC into a combined Public Spaces Commission and will set forth the duties and authority of the reformed Commission.

**SECTION TWO.**

Article 1 of Division 1, Chapter 4 of the Ukiah City Code is hereby amended to read as follows:

**ARTICLE 1. PUBLIC SPACES COMMISSION**

**§1000 CREATION**

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There is hereby created a Public Spaces Commission. This advisory body shall report to the City Council.

#### **§1001 MEMBERSHIP; APPOINTMENT**

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The Commission shall consist of seven (7) at large members who may reside within the City limits or outside the City limits but within the Ukiah Valley; provided, that a majority of the seven (7) Commission members must reside within the City limits.

All members of the Commission shall be appointed by the City Council.

#### **§1002 TERM OF OFFICE; VACANCIES**

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All appointments to this Commission shall be for a term of three (3) years. Reappointments to the Commission shall be pursuant to Article 5 of this chapter.

#### **§1003 DUTIES AND POWERS**

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The Public Spaces Commission shall provide advice and recommendations to Council regarding 1) City-owned properties that are open to the public, free of charge, such as parks, paths, and public right-of-ways; 2) creeks within the City limits; 3) open spaces within and outside of the City limits that are undeveloped and conserved or in consideration of future conservation; 4) and the recreational uses of these spaces. In addition, the Public Spaces Commission shall have the power and duty to:

- A. Solicit, collate, and analyze public input on the wise use of public spaces.
- B. Provide recommendations and advice to both City staff and the City Council based on said public input.
- C. If deemed necessary by the Commission, form working groups in collaboration with City staff to explore and formulate advice or recommendations on specific areas regarding the wise use of public spaces.
- D. Commission activities related to solicitation, review, and analysis of public input shall be guided by the Community Outreach Plan. The Commission shall prepare and annually update a Community Outreach Plan to be approved by City Council. The Community Outreach plan will guide the methodology, scheduling, and tracking of the Commission's community engagement.
- E. The Commission shall hold at least six (6) regular meetings per year as scheduled and noticed in compliance with the annually updated Community Outreach Plan. It shall adopt rules for the transaction of business which shall be included in the Community Outreach Plan.
- F. The Commission shall keep a record of its transactions, findings, recommendations, and any other action item, which record shall be a public record.

**§1004 COMPENSATION**

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The members of the Commission shall receive no compensation, except such traveling expenses as are authorized by law.

**§1005 CHAIRPERSON; OFFICERS**

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The Commission shall elect a chairperson from among its members for a term of one year and may elect such other officers as it may determine.

**SECTION THREE.**

Article 1B of Division 1, Chapter 4 of the Ukiah City Code is hereby repealed.

**SECTION FOUR.**

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 January 19, 2022, by the following roll call vote:

AYES: Councilmembers Dueñas, Crane, Orozco, Rodin, and Mayor Brown

NOES: None

ABSENT: None

ABSTAIN: None

Adopted on \_\_\_\_\_, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Jim O. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Kristine Lawler, City Clerk

## Public Spaces Commission Community Outreach Plan

11/2021

The Mission of the Public Spaces Commission (PSC) is to foster a culture of informed community participation in the planning and implementation of the wise use of public spaces. The seven-member PSC shall have the power and duty to solicit, collate, and analyze public input on the wise use of public spaces and; provide recommendations and advice to both staff and the City Council based on said input. Additionally, PSC members in collaboration with staff may choose to form “working groups” to explore and formulate advice or recommendations on specific areas regarding the wise use of public spaces.

In support of the PSC mission, City staff will;

1. Convene Biannual Community Input Forums
2. Prepare a Quarterly Public Spaces E-Newsletter
3. Convene four time per year Public Input Forum planning meetings
4. Prepare and distribute a monthly Parks and Recreation Update Video
5. Provide staff support to working groups on mutually agreed upon topics
6. Assist the PSC in an annual update to this plan.

### Public Spaces Biannual Community Input Forums

The Public Spaces Biannual Community Input Forums will be held as hybrid in-person and online events. Meetings will be planned to cover two to four prearranged topics with time available for discussion of an unplanned topic at attendee consensus request. The PSC will work with staff to decide upon topics and presenters. City staff will prepare presentations that will include Q&A sessions after the presentations. Forums will be recorded and available on the City You Tube Channel

### Prepare a Quarterly Public Spaces E-Newsletter

E-Newsletter will cover the same topics as Community Input Forum to allow for an additional medium for distribution. E-Newsletter may contain additional material. E-Newsletter will be distributed to an interested parties list and be available online.

### Convene four time per year PSC Public Input Forum Planning and Workgroup meetings

These meetings will allow PSC members the opportunity to work with staff to plan the Community Input Forums and to report on PSC working group activities.

### Prepare and distribute a monthly Parks and Recreation Update Video

The Community Services Supervisor or Designee will record a video presentation with updates on the Parks and Recreation activities. The presentation will be based on the report that has traditionally been provided to the Parks, Rec, and Golf Commission (PRGC) but it will be made available to a much wider audience through You Tube, social, media, and e-newsletter.

### Working Groups

PSC members will be encouraged to form Working Groups both among themselves as well as with members of the public to pursue areas of interest and to the benefit of effective City management. All working groups should have a City Council member of staff “sponsor” to ensure a collaborative approach.



## AGENDA SUMMARY REPORT

**SUBJECT:** Report of Emergency Purchase Order #47685 Issued to Wipf Construction LLC for the Water Resources Department in the Amount of \$38,500 to Replace Two Check Valves that Failed and Approve a Budget Amendment for Expenses in the 2021/2022 Fiscal Year Related to Equipment Maintenance and Repair using Water Resources Reserve Funds.

**DEPARTMENT:** Water Resources

**PREPARED BY:** Mary Williamson, Buyer II

**PRESENTER:** Consent Calendar

**ATTACHMENTS:**

1. Wipf Quotes 560, 561

**Summary:** Council will receive a report on PO #47685 issued to Wipf Construction LLC in the amount of \$38,500 for the Water Resources Department for the emergency replacement of two check valves and will consider approving a budget amendment to the Water Operation and Maintenance Fund for possible expenses in the 2021/2022 Fiscal Year related to equipment maintenance and repair using the Water Resources Reserve Funds.

**Background:** Water Resources staff recently dewatered Pressure Zone One South reservoir (PZ1S) in order to assess seismic damage to the structure. PZ1S is an older facility and lacks appurtenances for typical dewatering procedures. As a result, some air was inadvertently introduced into the distribution system which damaged two privately owned check valves. As a result, the check valves need to be replaced.

**Discussion:** Staff requested and received two quotes, one for each location. The quote for the first location #560 is for the Social Services Office \$21,000, and the quote for the second location #561 is for Friedman Brothers \$17,500, for a total of \$38,500. See Attachment 1.

The Water Operation and Maintenance Fund which is used for small day-to-day repairs is now depleted as a result of this expense. Staff is requesting a budget amendment in the amount of \$38,500.00 to restore the Water Operation and Maintenance account. Water Resources Reserve Funds would be used to restore this account.

Note: The item has been referred to the City's Risk Manager and Insurance Claims Administrator. It is currently under review.

**Recommended Action:** Council will receive a report of Purchase Order #47685 issued to Wipf Construction LLC in the amount of \$38,500, for the emergency replacement of two check valves and approve budget amendment to the Water Operation and Maintenance Fund for possible expenses in the 2021/2022 Fiscal Year related to equipment maintenance and repair.

**BUDGET AMENDMENT REQUIRED:** Yes

**CURRENT BUDGET AMOUNT:** 82027111.56120:-\$2,976.20

**PROPOSED BUDGET AMOUNT:** 82027111.56120: \$35,523.80

**FINANCING SOURCE:** Water Enterprise Reserve Funds

**PREVIOUS CONTRACT/PURCHASE ORDER NO.:** 47658

**COORDINATED WITH:** Sean White, Water & Sewer Director, and Mary Williamson, Buyer II



Approved:   
Sage Sangiacomo, City Manager

WIPF CONSTRUCTION LLC

P O BOX 234  
UKIAH, CA 95482**Proposal**

| Date      | Estimate # |
|-----------|------------|
| 1/17/2022 | 560        |

|                                                  |
|--------------------------------------------------|
| <b>Name / Address</b>                            |
| City of Ukiah<br>300 Seminary<br>Ukiah, CA 95482 |

|                                                                                                                                    |     |           | Project     |
|------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|-------------|
| Description                                                                                                                        | Qty | Rate      | Total       |
| SOCIAL SERVICES                                                                                                                    |     |           |             |
| REPLACE 8" SINGLE CHECK, POST INDICATOR & FIRE DEPARTMENT CONNECTION WITH 8" DOUBLE DETECTOR CHECK WITH FIRE DEPARTMENT CONNECTION |     | 21,000.00 | 21,000.00   |
| If Acceptable, Please sign and return. Good for 30 Days.                                                                           |     |           |             |
| <b>Total</b>                                                                                                                       |     |           | \$21,000.00 |

WIPF CONSTRUCTION LLC

P O BOX 234  
UKIAH, CA 95482

# Proposal

| Date      | Estimate # |
|-----------|------------|
| 1/17/2022 | 561        |

| Name / Address                                   |
|--------------------------------------------------|
| City of Ukiah<br>300 Seminary<br>Ukiah, CA 95482 |

|                                                                                                                                                                            |     |           | Project                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|-----------------------------|
| Description                                                                                                                                                                | Qty | Rate      | Total                       |
| FRIEDMAN BROTHERS<br><br>REPLACE 8" SINGLE CHECK, POST INDICATOR VALVE &<br>FIRE DEPARTMENT CONNECTION WITH 8" DOUBLE<br>DETECTOR CHECK WITH FIRE DEPARTMENT<br>CONNECTION |     | 17,500.00 | 17,500.00                   |
| If Acceptable, Please sign and return. Good for 30 Days.                                                                                                                   |     |           | <b>Total</b><br>\$17,500.00 |



## AGENDA SUMMARY REPORT

**SUBJECT:** Award of Professional Services Agreement to On Duty Health for Annual National Fire Protection Association (NFPA) Compliant Physical Exams and Screenings for Fire Authority Staff in the Amount of \$28,415.48.

**DEPARTMENT:** Fire

**PREPARED BY:** Doug Hutchison, Fire Chief

**PRESENTER:** Doug Hutchison- Fire Chief

### ATTACHMENTS:

1. On Duty Health Proposal for Ukiah CA FD - 12-02-2021

**Summary:** The Council will consider awarding a Professional Services Agreement with On Duty Health in the amount of \$28,415.48, for on-site National Fire Protection Association (NFPA) compliant physical exams and screenings for Fire Authority staff.

**Background:** The National Fire Protection Association's (NFPA) Standards 1500 and 1582 require and specify the necessary elements for annual medical screening of personnel assigned to firefighting duties.

**Discussion:** Firefighting is an inherently risky occupation with the risk of great bodily injury and death. In addition to the dangers posed by the fire and toxic substances themselves, the job by nature subjects firefighters to extreme physiological stress. That stress can exacerbate or, even cause, on its own, life-threatening medical emergencies. For these reasons, the National Fire Protection Association (NFPA) requires all personnel assigned to firefighting duties to undergo annual medical examinations and screening to establish their fitness for duty and detect any underlying medical conditions that could put the firefighter at risk. In fact, the lack of these exams is often cited in National Institute of Occupational Safety and Health (NIOSH) Firefighter Line of Duty Death (LODD) reports as a contributing factor.

Another area of great concern is the ongoing and increasing incidence of occupationally related cancer in firefighters. According to NIOSH, firefighters have a 9% higher risk of cancer than the general population, and a 14% higher chance of dying. The International Association of Firefighters (IAFF) states that between 2015 and 2020, 70% of the firefighter LODD's were from occupational cancer.

With these risks to Ukiah Valley Fire Authority (UVFA) members in mind, the Fire Authority has established an annual medical exam and screening program to identify risk factors and undetected underlying health issues with prevention in mind.

The Fire Authority utilized the services of On Duty Health's on-site services last year with great success, and it was positively received by the UVFA members. Fortunately, in addition to the comprehensive services they have provided in the past, they are able to offer UVFA members the Galleri Multi-Cancer Early Detection Blood Test, which is capable of screening for 50+ types of cancer, many of which are not routinely screened for.

These exams and screenings have a decades-long track record of identifying undetected and underlying medical issues, often before the member even has serious symptoms, allowing early intervention and prevention of greater risk.

Attachment 1 is the proposal from On Duty Health.

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**Recommended Action:** Approve the Professional Services Agreement with On Duty Health for annual NFPA compliant physicals and screenings for Fire Authority staff in the amount of \$28,415.48.

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**BUDGET AMENDMENT REQUIRED:** No

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**CURRENT BUDGET AMOUNT:** 10521210.54161: \$28,415

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**PROPOSED BUDGET AMOUNT:** N/A

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**FINANCING SOURCE:** N/A

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**PREVIOUS CONTRACT/PURCHASE ORDER NO.:** N/A

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**COORDINATED WITH:** Mary Horger, Financial Services Manager

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Approved:   
Sage Sangiacomo, City Manager



**Keeping Firefighters Healthy & Fit For Service**

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**PROPOSAL FOR**  
**Ukiah, CA Fire Department**

**NFPA-1582 Firefighter Health & Fitness Assessments**

*Prepared By: Greg Batla, CEO*  
*Prepared For: Douglas Hutchinson, Chief*  
*Proposed On: December 2, 2021*





*Keeping firefighters healthy  
and fit for service.*

**Dear Chief Hutchinson,**

Thank you for your request for proposal from On Duty Health regarding your upcoming annual firefighter health & fitness assessments. We take very seriously the **high calling that it is to serve this critical population**. And we're confident that we'll provide you with **expert health assessments** as well as **excellent customer service**.

Included in this proposal, you'll find the outline of services we hope to provide your department. We offer the full **NFPA 1582, 1583 and WFI compliant** annual assessment **at your department**. This includes a **full body ultrasound screening**, comprehensive labs every year, and we are utilizing the newest standards recommended by the NFPA, moving on from "Bruce Protocol" in favor of IAFF's WFI (Wellness Fitness Initiative) protocol for maximal EKG stress testing with **TRUE VO2 Max testing**. We're also **fully electronic**, meaning that each of your members gets a secure online portal through which they can track their health results year to year. And, *every* member gets our full assessment *every* year, with **no age stratification**.

We also hope to partner with you to offer continuing services such as **return-to-duty assessments, new hire assessments, behavioral health support, nutrition counseling, physical therapy and fitness training**. Consider us your one-stop-shop for all your fire health needs.

We are **female and firefighter owned**. In fact, our Chief Operating Officer is a fire chief with 25+ years in the industry, helping bring a **firefighter-tailored experience and perspective** to everything we do. Additionally, our system incorporates occupational health recommendations from many sources, including; NFPA, IAFF & IAFC, US Preventative Services Task Force, CDC, National Institute for Occupational Safety and Health, American College of Cardiology, American Heart Association, American College of Sports Medicine, OSHA, and the research and experience of our own health team.

Again, thank you for your request. I'm hopeful that we'll be working together soon to help **keep your firefighters healthy and fit for service**. And please don't hesitate to call or email us if you have any questions.

Warm regards,

A handwritten signature in black ink that reads "Greg Batla". The signature is fluid and cursive, with the first name "Greg" and last name "Batla" clearly distinguishable.

**Greg Batla**  
Chief Executive Officer  
*On Duty Health*  
**512.655.3578**  
[www.onduty.health](http://www.onduty.health)  
[greg@onduty.health](mailto:greg@onduty.health)

# PROPOSAL/PURCHASE ORDER

## Standard NFPA-1582 Annual Firefighter Fitness Assessments

| Description                                                          | Crew | Unit Price                  | Cost               |
|----------------------------------------------------------------------|------|-----------------------------|--------------------|
| Standard NFPA-1582/WFI Assessment                                    | 16   | \$699.00                    | \$11,184.00        |
| Discount (actual rate: \$629/pp)                                     | 16   | (\$70.00)                   | (\$1,120.00)       |
| Comprehensive Labs & Urinalysis                                      |      |                             | incl               |
| Full Physical Assessment w/ Vision & Hearing                         |      |                             | incl               |
| Maximal 12-lead EKG Treadmill Stress Test<br>w/ TRUE VO2 Max Testing |      |                             | incl               |
| Muscular Endurance and Strength Analysis                             |      |                             | incl               |
| Ultrasound Enhanced Cancer Screening                                 |      |                             | incl               |
| Behavioral Health Assessment                                         |      |                             | incl               |
| HazMat Testing (Heavy Metals Profile II +<br>Cholinesterase)         | 5    | \$198.00                    | \$990.00           |
| HazMat Discount                                                      | 5    | (\$25.00)                   | (\$125.00)         |
| Galleri Multi-Cancer Early Detection Test                            | 16   | \$969.00                    | \$15,504.00        |
|                                                                      |      |                             |                    |
|                                                                      |      | <b>*Estimated<br/>Total</b> | <b>\$26,433.00</b> |
|                                                                      |      | +Contingency                | \$1,982.48         |

\*Estimated Total: This total may increase or decrease depending on the number of firefighters due for their 5 year chest x-ray, medical director review as indicated (such as review of abnormal EKG findings with our Cardiologist, or review of abnormal ultrasound findings with our Radiologist), further testing as indicated, or other factors. As such, a 7.5% contingency fund is shown, and is typically billed after the initial invoice.

# BREAKDOWN OF SERVICES

## Standard NFPA-1582/WFI Annual Firefighter Fitness Assessment

| Item                                        | Description                                                                                                                                                                                                                       | Pricing |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| <b>Comprehensive Labs</b>                   | Urinalysis                                                                                                                                                                                                                        | incl    |
|                                             | CBC (Complete Blood Count w/differential)                                                                                                                                                                                         | incl    |
|                                             | CMP (Comprehensive Metabolic Panel)                                                                                                                                                                                               | incl    |
|                                             | Lipid Panel with LDL/HDL Ratio                                                                                                                                                                                                    | incl    |
|                                             | A1C (Glucose/Hemoglobin Diabetes Test)                                                                                                                                                                                            | incl    |
|                                             | TSH (Thyroid Stimulating Hormone)                                                                                                                                                                                                 | incl    |
|                                             | PSA (Prostate Specific Antigen - Men) <b>[included over 40]</b>                                                                                                                                                                   | incl    |
|                                             | FIT (Fecal Occult Blood Colorectal Cancer Screening) <b>[included over 40]</b>                                                                                                                                                    | incl    |
| <b>Physical Assessment</b>                  | Comprehensive Physical                                                                                                                                                                                                            | incl    |
|                                             | Vital Signs                                                                                                                                                                                                                       | incl    |
|                                             | Vision Test & Audiometry Exam                                                                                                                                                                                                     | incl    |
|                                             | Skin Cancer Assessment                                                                                                                                                                                                            | incl    |
|                                             | Personal Consult with Review of Results                                                                                                                                                                                           | incl    |
|                                             | Personalized Health Plan with Nutrition & Exercise Recommendations                                                                                                                                                                | incl    |
|                                             | Behavioral Health Assessment with Questionnaires & Oral Examination                                                                                                                                                               | incl    |
| <b>Fitness Assessment</b>                   | Pulmonary Function Test                                                                                                                                                                                                           | incl    |
|                                             | Resting EKG                                                                                                                                                                                                                       | incl    |
|                                             | Maximal 12-Lead EKG Treadmill Stress Test using WFI Protocol                                                                                                                                                                      | incl    |
|                                             | TRUE VO2 Max Testing                                                                                                                                                                                                              | incl    |
|                                             | Metabolic Analysis w/ Body Composition                                                                                                                                                                                            | incl    |
|                                             | Muscular Endurance Evaluation                                                                                                                                                                                                     | incl    |
|                                             | Muscular Strength Evaluation                                                                                                                                                                                                      | incl    |
|                                             | Flexibility Evaluation                                                                                                                                                                                                            | incl    |
| <b>Ultrasound Enhanced Cancer Screening</b> | Includes ultrasound imaging of the heart with function, aorta & aortic valves, carotid arteries, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), breast (women), testicular and prostate (men). | incl    |

## ADDITIONAL SERVICES AVAILABLE

| Item                                             | Description                                                                                                                                                                                                                                                                                                                   | Pricing                                                                               |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <b>Cancer Labs</b>                               | Galleri Multi-Cancer Early Detection Blood Test (50+ cancers)                                                                                                                                                                                                                                                                 | \$969.00                                                                              |
|                                                  | Cancer marker screening (CEA, CA 19-9, AFP, Amylase, Lipase)                                                                                                                                                                                                                                                                  | \$99.00                                                                               |
|                                                  | CA-125 (ovarian cancer screening - women)                                                                                                                                                                                                                                                                                     | \$49.00                                                                               |
|                                                  | Cancer antigen 15-3 (CA 15-3) [breast cancer]                                                                                                                                                                                                                                                                                 | \$99.00                                                                               |
| <b>Other Labs</b>                                | COVID-19 Antibody Testing                                                                                                                                                                                                                                                                                                     | \$99.00                                                                               |
|                                                  | Hepatitis A, B and C Test (Acute Hepatitis Panel)                                                                                                                                                                                                                                                                             | \$49.00                                                                               |
|                                                  | QuantiFERON Gold TB (Blood test)                                                                                                                                                                                                                                                                                              | \$69.00                                                                               |
|                                                  | Medical Professionals Urine Drug Screen (12 drug panel)                                                                                                                                                                                                                                                                       | \$69.00                                                                               |
|                                                  | Nicotine Screening (Urine)                                                                                                                                                                                                                                                                                                    | \$29.00                                                                               |
|                                                  | HIV testing                                                                                                                                                                                                                                                                                                                   | \$39.00                                                                               |
|                                                  | Heavy Metals Profile I, Blood (arsenic, lead, mercury)                                                                                                                                                                                                                                                                        | \$99.00                                                                               |
|                                                  | Heavy Metals Profile II, Blood (arsenic, cadmium, lead, mercury)                                                                                                                                                                                                                                                              | \$139.00                                                                              |
|                                                  | Cholinesterase (HazMat) testing                                                                                                                                                                                                                                                                                               | \$59.00                                                                               |
|                                                  | Testosterone levels                                                                                                                                                                                                                                                                                                           | \$19.00                                                                               |
| <b>Radiology</b>                                 | Chest X-ray: TB screening & chest masses. Reviewed by radiologist                                                                                                                                                                                                                                                             | \$99.00                                                                               |
|                                                  | Lumbar + spine X-ray (3 view). Reviewed by radiologist                                                                                                                                                                                                                                                                        | \$99.00                                                                               |
|                                                  | Radiologist review for abnormal Ultrasound findings. With report.                                                                                                                                                                                                                                                             | \$99.00                                                                               |
| <b>Cardiology</b>                                | Cardiologist review for abnormal EKG findings. With report.                                                                                                                                                                                                                                                                   | \$99.00                                                                               |
| <b>New Hire &amp; Return to Duty Assessments</b> | Available on an ongoing basis with regional scheduling                                                                                                                                                                                                                                                                        |                                                                                       |
| <b>Mental Health Support</b>                     | Each health assessment comes standard with a written and oral behavioral health assessment, designed for firefighters. For continued support, we use counselors & therapists that are specifically trained to meet the needs of your firefighter with PTSD support and more. Can be offered on-site or through tele-medicine. | Pricing based on location, volume, frequency and other factors. Call for more details |
| <b>Personal Training</b>                         | Our certified personal trainer can build individual or group packages to improve health outcomes through customized workout routines and demonstrations                                                                                                                                                                       |                                                                                       |
| <b>Nutrition Counseling</b>                      | Each health assessment comes standard with nutrition recommendations. However, our licensed nutritionist can build individual or group packages to work with your members for guidance in meal planning, shopping, cooking, and more for enhanced health outcomes.                                                            |                                                                                       |

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# MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (“MTC”) govern all use of the Services from On Duty Health (“Company”) by the “Customer”, as defined in the Proposal/Purchase Order (collectively the “Parties” and individually a “Party”).

1. Services. The Company shall provide the Customer’s employees with certain services (“Services”). Services consist of an annual Firefighter Physical/Fitness Assessment based on each member’s essential job functions as set forth in their applicable job description. “Fitness Assessment,” as defined by the National Fire Protection Association, includes a medical history evaluation, hands-on physical exam, blood analysis, urinalysis, vision testing, audiometry testing, pulmonary function testing, treadmill stress test with 12 lead EKG, cancer screening elements, in substantial compliance with NFPA 1582, NFPA 1583, and WFI (Wellness Fitness Initiative) standards.
2. Fee. The Customer shall pay the Company the fee set forth in the Proposal/Purchase Order for each Fitness Assessment. The Customer shall remit payment to the Company for all Services within thirty (30) days of receipt of the invoice. A 2% late fee charge will be assessed after 30 days, and for each month thereafter that the payment is delayed.
3. Modification and Cancellation of Purchase Order. The Customer may cancel or modify the Purchase Order, in whole or in part, without penalty prior to six (6) weeks out from the date set for receiving the Services. After this point, the Customer may not modify or cancel the Purchase Order and shall be responsible for the fees for all Services described in the Purchase Order. If Customer has an Employee(s) who will miss the assessments due to sickness or other reasons, the Customer will hold a “credit” for that Employee, and may work with Company to schedule them for their assessments at another time and place. This credit will remain valid for two hundred (200) days from the start date of the current series of assessments.
4. Employee List & Schedule. At least four (4) weeks before the Company performs the Services, the Customer shall provide the Company with a list of all employees that will receive the Services (based off of the “Roster Template” provided by the Company). At least two (2) weeks before the Company performs the Services, the Customer shall provide the Company with a Schedule of which Employees will be seen at what date and time (based off of the “Schedule Template” provided by the Company).
5. Equipment. The Company agrees to provide all equipment and supplies necessary for the assessments, EXCEPT for a treadmill. The Customer agrees to provide a properly functioning treadmill (with variable speed and variable incline) and adequate space for the assessments to be conducted.

6. Location Reciprocity. The Customer agrees to allow a small number of members from other departments, if any, to be seen on their premises. This allows for make-up physicals if a member missed at a nearby department, return to duty or new hire physicals. As such, other nearby departments will be granting such reciprocity to The Customer.

7. Expected Price Increases. The pricing listed in the proposal is valid for one (1) year from the date listed on the cover sheet. Due to inflation, please expect a ~5% price increase each year (as per the Medical Price Index average), unless signing a multiyear contract.

8. Limitation of Liability. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (UNLESS WITHOUT LIMITATION NEGLIGENCE), WARRANTY, GUARANTEE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER, EXCEPT AS PROHIBITED BY LAW, THE CUMULATIVE, AGGREGATE LIABILITY OF COMPANY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO THE CUSTOMER AND ANY OTHER THIRD PARTIES FOR ALL CLAIMS, LIABILITIES AND DAMAGES ARISING OUT OF OR RELATING TO THIS MTC, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, SHALL NOT EXCEED: THE FEES PAID BY THE CUSTOMER TO THE COMPANY FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE BREACH FOR WHICH THE DAMAGES ARE CLAIMED.

9. Notice. All notices hereunder must be in writing to the other Party. If to the Company, the notice shall be sent to:

Greg Batla  
Chief Executive Officer  
17130 Van Buren Blvd, Unit #849  
Riverside, CA 92504  
greg@onduty.health

10. Amendments. No amendment to, modification of, or termination of this MTC will be effective unless it is in writing and signed by the Parties.

11. Force Majeure. The Company shall not be liable or responsible to the Customer, nor be deemed to have defaulted or breached this MTC, for any failure or delay in fulfilling or performing any term of this MTC when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire,



earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.

12. Agreement. In signing the Proposal/Purchase Order above, you agree to the entirety of terms and conditions set forth in this Master Terms And Conditions agreement.



## AGENDA SUMMARY REPORT

**SUBJECT:** The Ukiah City Council Will Receive a Financial Report of the Electric Utility and Consider Adoption of the Proposed Electric Rate Adjustments and Create a 100% Green Energy Rate by Resolution.

**DEPARTMENT:** Electric Utility

**PREPARED BY:** Cindy Sauers, Assistant Electric Utility Director

**PRESENTER:** Cindy Sauers, Electric Utility Director

**ATTACHMENTS:**

1. Graph Cash No Inc
2. Graph No Loan PGE Compare
3. Graph Loan PGE Compare
4. Cash with and without Loan
5. Rate Tables - Exhibit A to the Resolution
6. Resolution Adopting Electric Rate Schedule - See Attachment 5 for Exhibit A

**Summary:** In accordance with Ukiah City Code Division 4, Chapter 6 Sections 3950 through 3957, the City Council will hold a public hearing on February 2, 2022, to receive the City Manager's Report on Electric Utility rates and consider the adoption, by resolution, of the proposed electric rate adjustments and creation of a 100% Green Energy Rate. Legal notices were published in accordance with City Code section 3953. The Agenda Summary Report and the City Manager's Report are to be considered the same report and have been amended hereto.

**Background:** The City of Ukiah's Electric Utility is a publicly owned, nonprofit utility, governed by the Ukiah City Council. The City Council provides oversight and direction and approves rates. As a municipal utility, all labor, maintenance, and capital improvement funds are covered by the rate revenue collected for providing electric service to customers. Ukiah's rates are, on average, 35% lower than other Mendocino County utilities.

In 2016, Council approved an electric rate increase that was implemented over a 5-year period. Prior to that increase, the Utility had not implemented a rate increase for close to 20 years. Recent years have brought significant challenges to the electric utility industry as a whole. The wildfires that have ravaged parts of Northern California have resulted in increased legislation and costs as utilities fund projects to reduce the chances of additional fires. The financial burden these projects have placed on utilities in a short period of time has increased costs across the board for all services. As part of the wildfire mitigation efforts, the Utility has budgeted several capital improvement projects, including plans to underground in higher fire threat areas on the west side of Ukiah. Although Staff has applied for grant funding to cover the bulk of these projects, the Utility is required to provide a percentage of matching funds. Additional maintenance funding has also been budgeted for vegetation management.

During the previous six years, the Utility had budgeted and planned one undergrounding project on Gobbi Street. Due to the expensive nature of undergrounding of electric facilities, the Utility typically budgets one project every 5-7 years. Underground projects and funding have been accelerated to complement major street reconstruction work, specifically, Oak Manor and State Street Phase 1 Undergrounding, with Phase II scheduled for 2022. The acceleration of these projects has impacted the Utility's budget significantly and doubled the capital output for undergrounding.

The Utility, along with other industries, has been impacted by the inflationary climate over the past year. The cost of materials has increased by more than 30%, with some items increasing a full 100%. These increases will require additional funding for both maintenance functions as well as capital projects.

Presently, the Utility's cash reserve is \$3.6 million with a reserve target between \$6.5 and \$7.5 million. The reserve amount is necessary to ensure adequate funding for major equipment failures and provides for rate stabilization, ensuring solvency during energy market cost fluctuations. With the current capital improvement plans, maintenance, and labor expenses of the Utility, the cash reserve is projected to be reduced to unacceptable levels by the end of 2022 (Attachment 1).

**Discussion:** With continued increasing cost pressures, the Utility must increase revenue in order to keep up with maintenance, capital improvement, regulatory requirements, ambitious climate goals, and continue serving Ukiah customers at the level they have come to expect.

To meet the challenges and maintain appropriate cash flow resources, a phased rate increase is proposed over 5 years. In order to provide a phased approach, staff is recommending seeking a bond issuance to finance capital projects to avoid a significant first year increase related to cash flow needs related to such projects (Attachment 2). These bond proceeds applied to fund *capital project costs* will allow a smoothing of the rate increases covering *operational costs* over the 5 year period (Attachment 3), with a first year average residential bill increase of approximately \$7/month and average small commercial bill increasing approximately \$29/month.

Staff intends to return to Council later in February with additional details on the bond issuance plan, including requesting authorization to proceed with the financing strategy. The Council has considered the strategy already, but final details are contingent on this rate adjustment consideration.

A total of five adjustments, with the first starting April 1, 2022, along with a loan, will provide adequate cash reserves by 2026 (Attachment 4). Rate tables for all rate classes are included (Attachment 5 - Exhibit A to the Resolution). This approach provides a change per year approximating inflation. Under California Proposition 26, court rulings have indicated that electric rates must meet the cost of service requirements. A cost of service of the electric rate classes shows that the phased approach of the across the board rate increases will meet Proposition 26 requirements. Staff will continue to evaluate the financial condition of the Utility yearly to ensure that the revenues are adequately covering the expenses. During the yearly review, staff will prepare and provide a summary report to Council.

Additionally, the Utility is adding a new Green Energy Rate Rider. A rider is a supplemental charge to specific customer rates where the cost of service is not recovered through the base rates. The Ukiah 100% Green Energy Rate is available to all customers for an additional 2.021 cents per kilowatt hour for using 100% green energy. Under the Green Energy Rate, the City will procure, on the customer's behalf, renewable energy resources to match the customer's monthly energy consumption. The funds collected in this rider will be earmarked for the purchase or creation of renewable generation resources for the City.

To maintain adequate reserves, continue with the Utility's fire mitigation efforts and capital improvement projects, the City Manager, Staff and the Electric Rate Ad Hoc committee recommend proceeding with the proposed electric rate adjustments by Resolution (Attachment 6 - see Attachment 5 for Exhibit A) and obtaining a loan.

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**Recommended Action:** Receive financial report of the Electric Utility and approve the proposed electric rate adjustments and create a 100% Green Energy Rate by Resolution.

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**BUDGET AMENDMENT REQUIRED:** No

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**CURRENT BUDGET AMOUNT:** N/A

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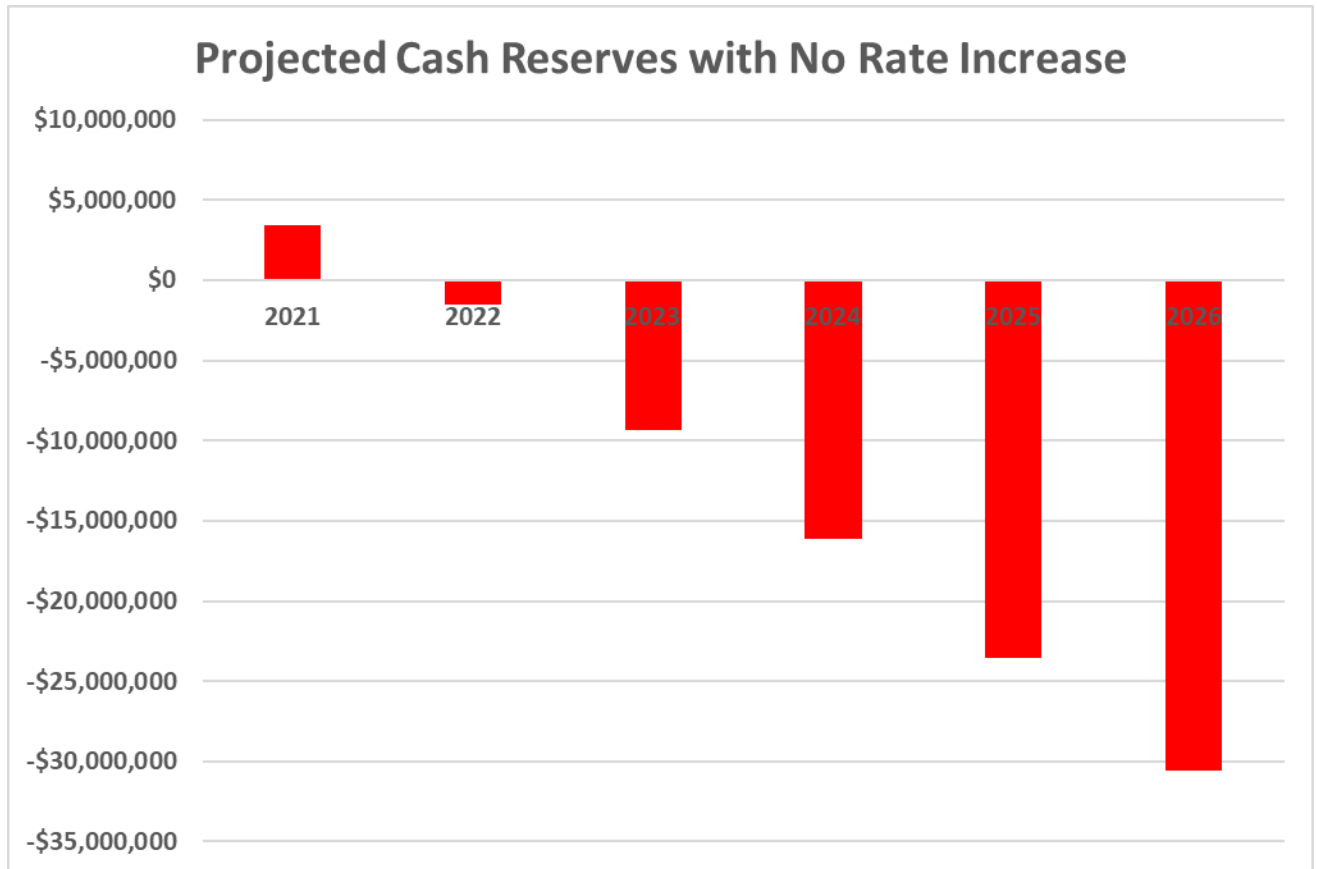
**PROPOSED BUDGET AMOUNT:** N/A

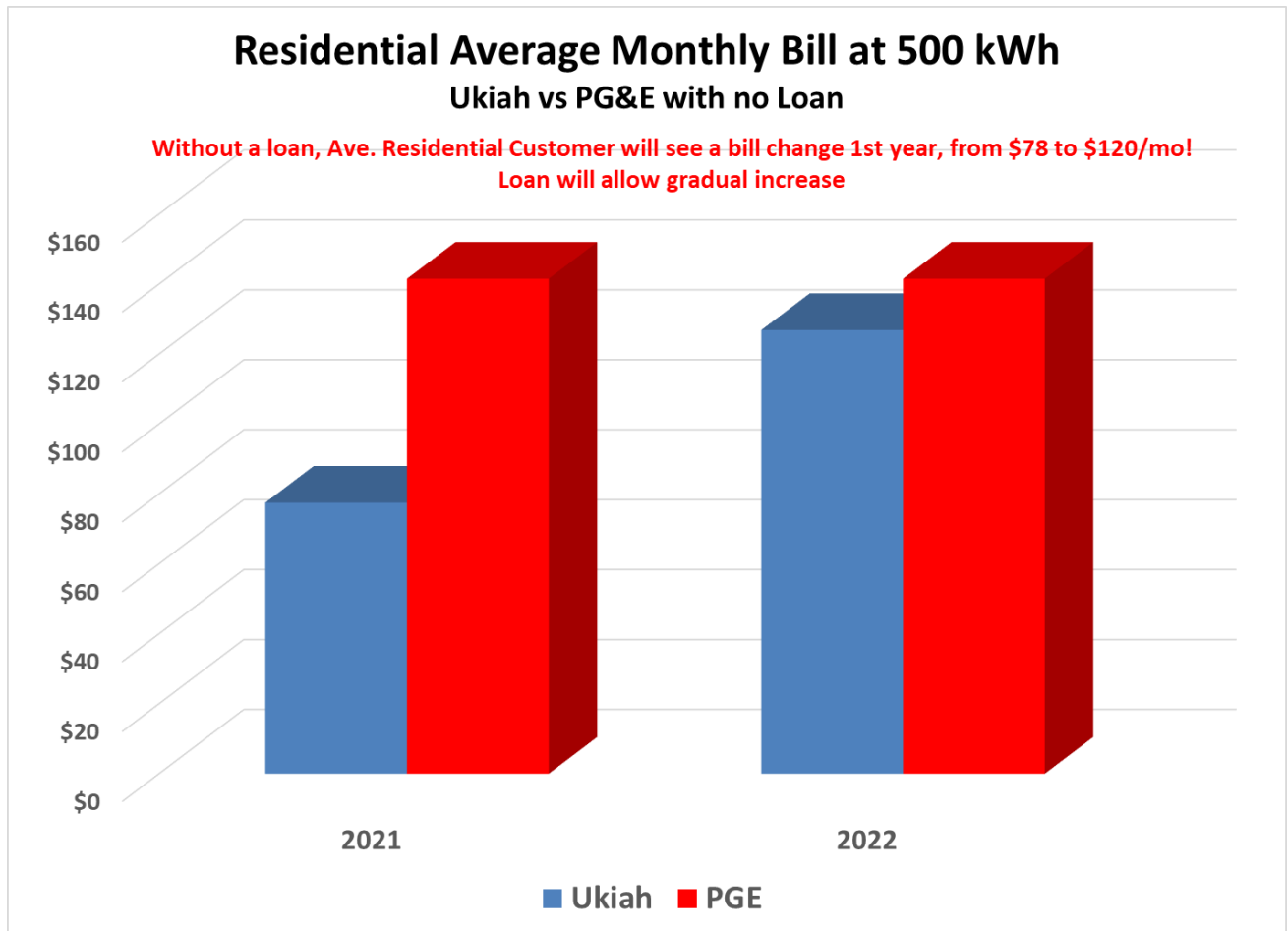
**FINANCING SOURCE:** N/A

**PREVIOUS CONTRACT/PURCHASE ORDER NO.:**

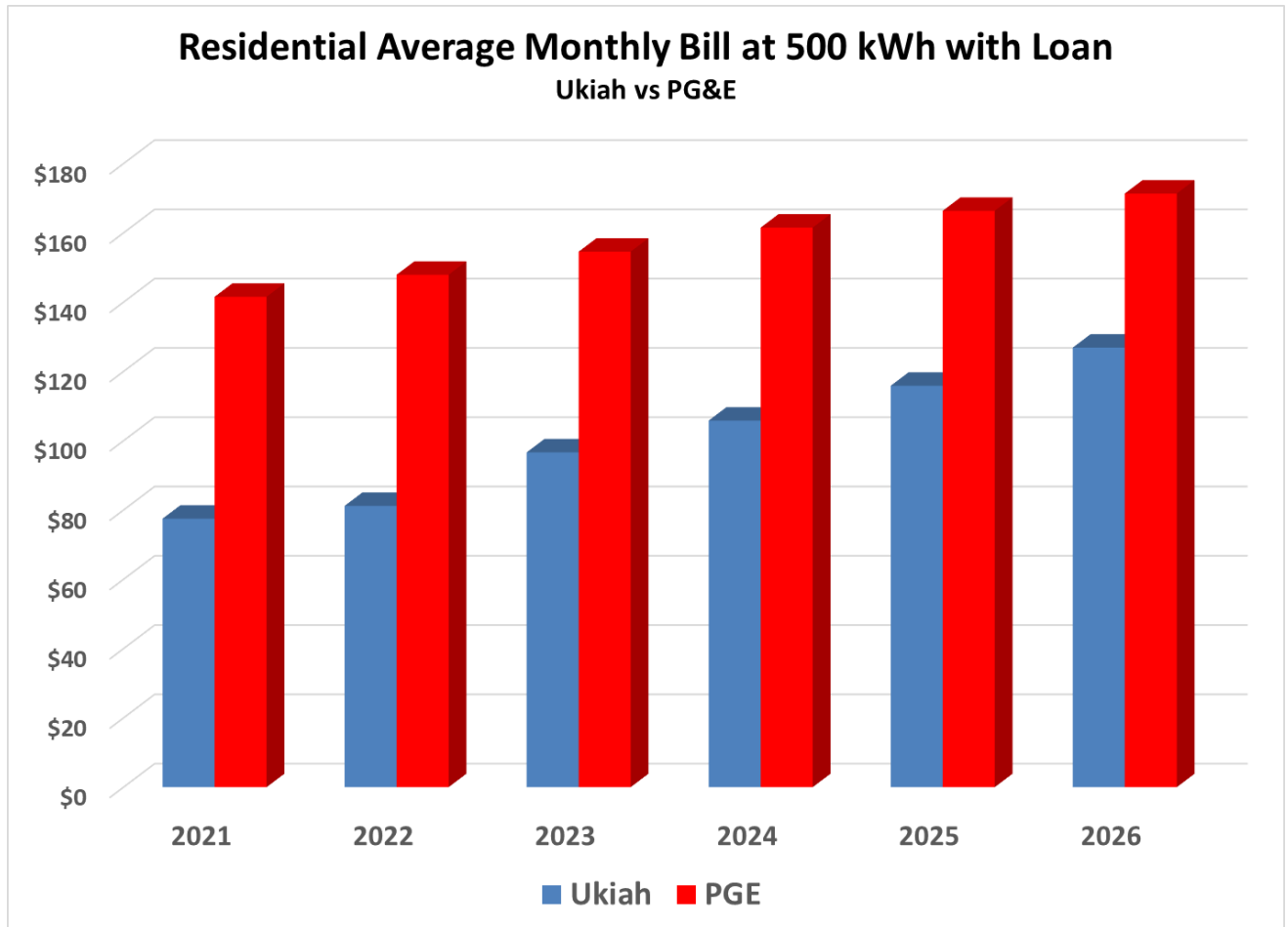
**COORDINATED WITH:** Sage Sangiacomo, City Manager; David Rapport, City Attorney

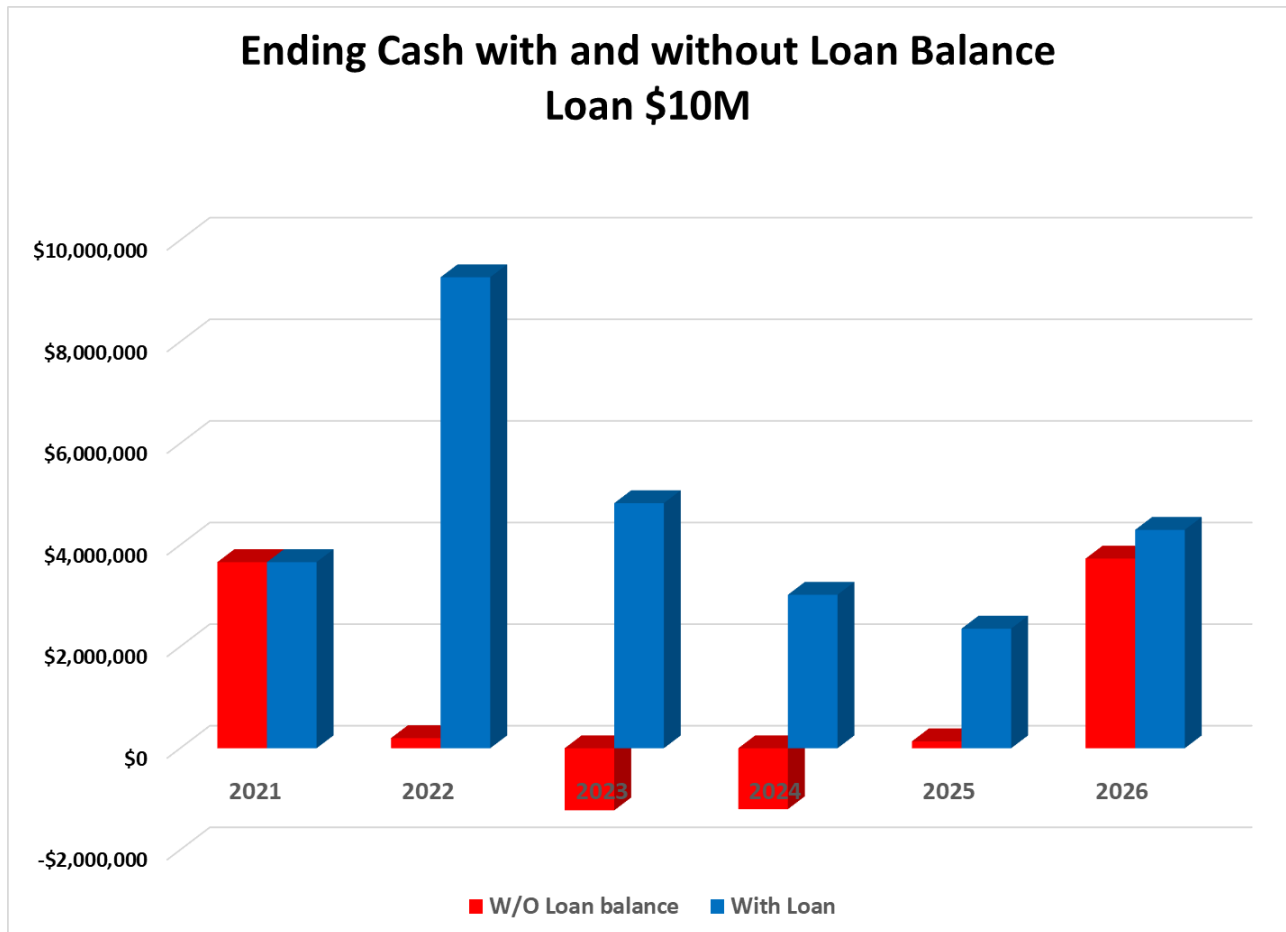
Approved:   
Sage Sangiacomo, City Manager











## City of Ukiah Electric Rates

### **Residential Service Electric Rate E1, E2\***

| <b>Residential Service Electric Rate E1, E2*</b> |                     |                                 |                                                |                                      |                       |                                |                        |
|--------------------------------------------------|---------------------|---------------------------------|------------------------------------------------|--------------------------------------|-----------------------|--------------------------------|------------------------|
| Rate Year                                        | Rate effective date | Energy kWh Charge               |                                                | Monthly Fixed Charge - per KWH level |                       |                                | Mimimun monthly charge |
|                                                  |                     | Kwh less than Baseline (\$/kWh) | kWh equal to or Greater than Baseline (\$/kWh) | Less than 200 kWh per month          | 201-550 kWh per month | Greater than 550 kWh per month |                        |
| 1                                                | April 1,2022        | \$0.14797                       | \$0.19395                                      | \$1.00                               | \$1.75                | \$2.75                         | \$5.00                 |
| 2                                                | April 1, 2023       | \$0.16009                       | \$0.20983                                      | \$2.00                               | \$3.19                | \$4.56                         | \$5.00                 |
| 3                                                | April 1, 2024       | \$0.17344                       | \$0.22733                                      | \$3.00                               | \$4.63                | \$6.38                         | \$5.00                 |
| 4                                                | April 1, 2025       | \$0.18837                       | \$0.24691                                      | \$4.00                               | \$6.06                | \$8.19                         | \$5.00                 |
| 5                                                | April 1, 2026       | \$0.20493                       | \$0.26861                                      | \$5.00                               | \$7.50                | \$10.00                        | \$5.00                 |

(The amended rates will apply to the first full month's consumption following the rate's effective date)

### **BASELINE QUANTITIES (kWh PER MONTH)**

|                    | <b>WINTER<br/>(Nov 1-Apr 30)</b> | <b>SUMMER<br/>(May 1 -Oct 31)</b> |
|--------------------|----------------------------------|-----------------------------------|
| Basic Service (E1) | 360                              | 360                               |
| All Electric E2*   | 660                              | 360                               |

**\*All Electric Rate E2 was closed to new customers effective 1/1/2017.** Current customers will be allowed to stay on the rate no matter how they qualified. Other rate discounts and or adjustments to baseline quantities for various programs such as but not exclusive of senior and life support will remain the same. The minimum charge will be billed if the sum of the basic and the energy charges are less than the minimum charge amount.

## City of Ukiah Electric Rates

### Small Commercial Service Electric Rate E5, E6, C5, C6

This rate schedule is applicable to general commercial and non-commercial residential lighting, heating and all single phase and three phase alternating current loads in which energy use is less than 144,000 kWh per meter for 12 consecutive months. This schedule will not be applicable to commercial uses permitted by the City under a Home Occupation Permit.

| <b>Small Commercial Service Electric Rate E5, E6, C5, C6</b> |                            |                               |               |                                  |              |
|--------------------------------------------------------------|----------------------------|-------------------------------|---------------|----------------------------------|--------------|
| <b>Rate Year</b>                                             | <b>Rate effective date</b> | <b>Energy Charge (\$/kWh)</b> |               | <b>Monthly fixed charge (\$)</b> |              |
|                                                              |                            | <b>Winter</b>                 | <b>Summer</b> | <b>E5/C5</b>                     | <b>E6/C6</b> |
| 1                                                            | April 1, 2022              | \$0.16090                     | \$0.20010     | \$15.50                          | \$16.50      |
| 2                                                            | April 1, 2023              | \$0.17619                     | \$0.21911     | \$17.21                          | \$18.32      |
| 3                                                            | April 1, 2024              | \$0.19292                     | \$0.23992     | \$19.10                          | \$20.33      |
| 4                                                            | April 1, 2025              | \$0.21125                     | \$0.26272     | \$20.91                          | \$22.26      |
| 5                                                            | April 1, 2026              | \$0.23132                     | \$0.28768     | \$22.90                          | \$24.38      |

**WINTER (Nov 1 – Apr 30)**

**SUMMER (May 1 – Oct 31)**

**\*New electric accounts with intermittent loads (used infrequently) and disconnected within the last 12 months shall be charged \$50 in addition to all other new account fees**

## City of Ukiah Electric Rates

### **Medium/Large Commercial Service with Demand Electric Rate E7, C7**

This rate is applicable to commercial and non-residential lighting, heating, and all single phase and three phase loads in which energy use is 144,000 kWh or greater per meter for 12 consecutive months. The customer bill will consist of a basic month charge, energy and demand charges.

#### **Demand Charge**

The customer will be billed for demand according to the customer's "maximum kilowatt demand" each month. The number of kilowatt (kW) used will be recorded over 15-minute intervals: the highest 15-minute average kW use in the month will be the customer's maximum demand.

| <b>Medium/Large Commercial Service with Demand Electric Rate E7, C7</b> |                            |                               |               |                              |               |                                  |
|-------------------------------------------------------------------------|----------------------------|-------------------------------|---------------|------------------------------|---------------|----------------------------------|
| <b>Rate Year</b>                                                        | <b>Rate effective date</b> | <b>Energy Charge (\$/kWh)</b> |               | <b>Demand Charge (\$/kW)</b> |               | <b>Monthly Fixed Charge (\$)</b> |
|                                                                         |                            | <b>Winter</b>                 | <b>Summer</b> | <b>Winter</b>                | <b>Summer</b> |                                  |
| 1                                                                       | <b>April 1, 2022</b>       | \$0.11139                     | \$0.13834     | \$5.48                       | \$8.10        | \$114.62                         |
| 2                                                                       | <b>April 1, 2023</b>       | \$0.12108                     | \$0.15037     | \$6.42                       | \$8.85        | \$137.54                         |
| 3                                                                       | <b>April 1, 2024</b>       | \$0.13260                     | \$0.16470     | \$7.03                       | \$9.69        | \$150.61                         |
| 4                                                                       | <b>April 1, 2025</b>       | \$0.14520                     | \$0.18030     | \$7.70                       | \$10.61       | \$164.92                         |
| 5                                                                       | <b>April 1, 2026</b>       | \$0.15900                     | \$0.19740     | \$8.43                       | \$11.62       | \$180.59                         |

**WINTER (Nov 1 – Apr 30)**

**SUMMER (May 1 – Oct 31)**

## City of Ukiah Electric Rates

### **Industrial Service with Demand Electric Rate I1**

This schedule is applicable to large industrial production, lighting, heating and all single and three phase loads in which energy use is an average of 75,000 kWh monthly or greater with a demand of 200 kW monthly or greater for at least six consecutive months (multiple meters at a single location will be combined).

The Industrial rate is applicable to large manufacturing facilities, defined as businesses or corporations that produce products for either wholesale or retail sales or businesses that contract to fulfill obligations to produce specific components.

#### **Demand Charge**

The customer will be billed for demand according to the customer's "maximum kilowatt demand" each month. The number of kilowatt (kW) used will be recorded over 15-minute intervals: the highest 15-minute average kW use in the month will be the customer's maximum demand.

| <b>Industrial Service with Demand Electric Rate I1 (Replaces EI Rate)</b> |                            |                               |               |                              |               |                                  |
|---------------------------------------------------------------------------|----------------------------|-------------------------------|---------------|------------------------------|---------------|----------------------------------|
| <b>Rate Year</b>                                                          | <b>Rate effective date</b> | <b>Energy Charge (\$/kWh)</b> |               | <b>Demand Charge (\$/kW)</b> |               | <b>Monthly Fixed Charge (\$)</b> |
|                                                                           |                            | <b>Winter</b>                 | <b>Summer</b> | <b>Winter</b>                | <b>Summer</b> |                                  |
| 1                                                                         | <b>April 1, 2022</b>       | \$0.08608                     | \$0.11300     | \$5.29                       | \$8.10        | \$143.27                         |
| 2                                                                         | <b>April 1, 2023</b>       | \$0.09426                     | \$0.12374     | \$5.92                       | \$8.83        | \$179.09                         |
| 3                                                                         | <b>April 1, 2024</b>       | \$0.10320                     | \$0.13550     | \$6.48                       | \$9.67        | \$196.10                         |
| 4                                                                         | <b>April 1, 2025</b>       | \$0.11300                     | \$0.14840     | \$7.10                       | \$10.59       | \$214.73                         |
| 5                                                                         | <b>April 1, 2026</b>       | \$0.12370                     | \$0.16250     | \$7.77                       | \$11.60       | \$235.13                         |

**WINTER (Nov 1 – Apr 30)**

**SUMMER (May 1 – Oct 31)**



# City of Ukiah Electric Rates

## Ukiah Green Energy Program

For customers wishing to promote the development and use of renewable energy; the City of Ukiah offers a 100 % Green electric rate. This rate is available to all Ukiah electric customers.

The City will procure, on the customer’s behalf, Renewable Energy to match the customer’s monthly energy consumption. Customers choosing the Green Rate will incur an additional 2.021 cents per kWh for every kWh consumed during the billing period. The 100% Green Rate will be updated yearly and will be based on renewable energy cost, delivery costs and imposed fees. Customers may opt into the program anytime and may opt out any time after the second complete billing cycle on the program.

| 100% Green Energy Rate |                          |                 |
|------------------------|--------------------------|-----------------|
| Program:               | Ukiah Green Energy Rate: | Billing Period: |
| Ukiah Green Energy     | 0.02021 per kWh          | Monthly         |

**RESOLUTION NO. 2022-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING ELECTRIC UTILITY RATE SCHEDULE ADJUSTMENTS FOR FIVE-YEAR PERIOD COMMENCING APRIL 1, 2022.**

**WHEREAS:** The City of Ukiah ("City") provides electric utility services to residents and businesses in the City and Ukiah Electric Utility is the City's publicly owned electric utility with the City Council providing local governance and oversight; and

**WHEREAS:** The City has operated the municipal utility for more than 110 years and the electric rates are based on the cost to provide service; and

**WHEREAS:** The electric energy costs for the citizens of Ukiah are significantly lower than what others pay in Mendocino county; and

**WHEREAS:** In accordance with the Ukiah City Code Division 4, Chapter 6, Sections 3950 through 3957, the City Council will hold a public hearing on February 2, 2022, to receive the City Manager's Report on electric utility energy rates and consider adoption by resolution of proposed electric rate increases. Legal notices were published successfully in accordance with City Code section 3953; and

**WHEREAS:** Since 2017, the electric utility has experienced cost pressures brought upon by fire mitigation efforts, increased energy and transmission costs, accelerated capital undergrounding projects, and inflation. During this period of accelerated system investment, reserves have been reduced to \$3.6 million, with a target reserve of \$6.5 to \$7.5 million; and

**WHEREAS:** The electric utility continues to face increasing cost pressures due an inflationary climate coupled with accelerated capital improvement and maintenance efforts to continue fire mitigation work, undergrounding of facilities, and maintenance of the system to improve resiliency; and

**WHEREAS:** To meet these challenges and increase the cash reserve to acceptable levels, a phased rate increase over five years will be implemented. Five rate adjustments will be implemented starting on April 1, 2022, with four remaining rate changes that will be implemented every year on April 1<sup>st</sup> through 2026. Under California Proposition 26, court rulings have indicated that electric rates must meet cost of service requirements. A cost of service of the electric rate classes shows that the phased approach of the across-the-board rate increases will meet Proposition 26 requirements; and

**WHEREAS:** Customers desire to reduce their greenhouse gas emissions and purchase 100% green energy, the Ukiah 100% Green Energy Rate is being established. The utility will procure, on the customer's behalf, renewable energy resources to match the customer's monthly energy consumption. The Ukiah 100% Green Energy Rate will be available to all customers for an additional 2.021 cents per kilowatt hour; and

**WHEREAS:** The City Manager, staff and the Electric Rate Ad-Hoc committee recommend proceeding with proposed electric rate adjustments outlined on Attachment 5 of the City Manager's Report (Exhibit A); and

**WHEREAS:** Beginning with the April 1, 2022, rate adjustment and in April every year thereafter, the Electric Department shall conduct a review of the rates to determine whether the annual adjustments adequately account for the actual increases or decreases of the Utility's reasonable operating costs.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ukiah hereby adopts the Proposed Electric Rates, as set forth in Exhibit A.

**BE IT FURTHER RESOLVED** that the rate schedule adopted by this Resolution shall be effective on April 1, 2022, unless otherwise ordered by the City Council on February 2, 2022. All prior rate schedules in conflict herewith are repealed upon the effective date of the new schedule. All other contract conditions for service remain unaltered and in full effect and the City Clerk shall cause the publication of this resolution in the Ukiah Daily Journal within 10 days following Council action on February 2, 2022, pursuant to the provisions of Section 3957 of the Ukiah City Code.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Ukiah on the 2<sup>nd</sup> day of February 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Jim O. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristine Lawler, City Clerk



## AGENDA SUMMARY REPORT

**SUBJECT:** Conduct a Public Hearing and Consider Adopting Respective Resolutions Authorizing Lease Revenue Bonds, Series 2022 to Renovate the City Corporation Yard and Construct Improvements to Various City Streets (*This item was continued from January 19, 2022.*)

**DEPARTMENT:** Finance

**PREPARED BY:** Dan Buffalo, Finance Director

**PRESENTER:** Dan Buffalo, Finance Director

### ATTACHMENTS:

1. 1 Ukiah City Reso- Lease
2. 2 Ukiah Authority Reso- Issue Bonds
3. 3 Site Lease - Ukiah
4. 4 Lease Agreement - Ukiah
5. 5 Indenture - Ukiah
6. 6 Assignment Agmt - Ukiah
7. 7 POS (Ukiah LRBs)
8. 8 Bond Purchase Agreement (Piper Sandler)

### Summary:

The City Council will consider adopting respective resolutions authorizing lease revenue bonds, Series 2022 to renovate the City Corporation Yard and construct improvements to various city streets. The terms and the amounts presented in this report are subject to change. This item has been placed on the agenda to allow Council the ability to consider authorization should it be deemed warranted.

Note: Staff recently received word from CalTrans that the City is eligible to participate in the Local Partnership Program, and Staff is currently examining funding strategies and formulating options for Council's consideration. This review will likely alter the financing amounts presented in this report and an updated recommendation will be presented at the meeting.

**Background:** The City has developed a capital financing strategy to take advantage of current municipal financial market rates to engage in and complete certain capital projects at a lower cost than other ordinary alternatives. It intends to issue debt to finance these projects, funded primarily by the general fund, most notably resources derived from Measure Y. Proceeds from the Lease Revenue Bonds, Series 2022 (the "Bonds") will be used to renovate the City's Corporation Yard and construct improvements to various city streets.

The Corporation Yard is the base of operations for the City Fleet and Plant Maintenance Facility, Street Maintenance Crew, Water and Wastewater Maintenance Crew, and Electric Utility Maintenance Crew. The estimated renovation cost is \$15 million.

The streets projects primarily consist of improvements to certain streets, rights-of-way reconstruction, and related underground utility projects, as follows: Dora Street: reconstruct Mill to Grove streets and overlay Upper Luce Avenue to Mill Street; Gobbi Street: reconstruct from Highway 101 to Dora Street; Main Street: reconstruct from Gobbi to Norton streets; Perkins Street: Main Street to Hwy. 101; Dora and State Streets: overlay Beacon Lane to Washington Avenue; Clara Avenue: reconstruct/overlay from State Street to North

Orchard Avenue; and Low Gap Road: reconstruct/overlay from State to Bush Streets. The estimated streets project cost for the identified work is \$30 million (\$20.7 million for streets and \$9.3 million for street utilities).

The City has expressed its intention to issue municipal tax-exempt bonds to pay the costs associated with renovating the City's Corporation Yard and constructing improvements to various city streets.

City staff worked with its municipal advisor (NHA Advisors, LLC) to develop a financing plan and engage bond counsel (Jones Hall), an underwriter (Piper Sandler), and other parties to complete the financing.

The Ukiah Public Financing Authority (the "Authority") will be used as the conduit entity to assist in the financing as the counterparty to the various legal agreements and as issuer of the Bonds in an aggregate amount of not-to-exceed Forty-Eight Million Dollars (\$48,000,000). It is anticipated that the Corporation Yard component of the Bonds will be repaid over a 30-year term, the utilities component repaid over a 20-year term, and the streets component repaid over a 10-year term. As a result, annual debt service on the Bonds is estimated to be approximately \$3.4 million through FY 2031-32, approximately \$2.1 million from FY 2032-33 through FY 2032-33, and approximately \$1.05 million through the remaining term of the Bonds (FY 2051-52).

A public hearing on this item was scheduled on December 15, 2021 originally, but was continued to January 19, 2022, then further continued to February 2, 2022. Staff informed Council that a potential funding opportunity for streets had presented itself and needed further evaluation. Through the CalTrans Local Partnership Program the City may have an opportunity to leverage existing City funds (currently planned for encumbrance against a bond issue) as a match for state grant funding. Staff recently received word from CalTrans that the City is eligible to participate in the program, and Staff is currently examining funding strategies and formulating options for Council's consideration. This review will likely alter the financing amounts presented in this report and an updated recommendation will be presented at the meeting.

**Discussion:** The Financing Documents are being presented to the City Council as "form-only documents." The final form of the documents will be produced at this time because the exact amounts, dates, and certain other information will not be known until the actual sale date. The resolutions (Attachments #1 and #2) authorize and direct certain City and Authority officers and Staff respectively to finalize the Financing Documents as and when appropriate, and to do all things necessary to provide for the issuance of the Bonds. If the final terms for any reason should fall outside of expected parameters, Staff will return for further direction before finalizing the transaction.

The Financing Documents, and a brief description of each, is as follows:

**Attachment #3. Site Lease:** This is the agreement between the City and Authority, which provides the mechanism of leasing the Leased Assets, respectively, to the Authority so that they can be leased back pursuant to the respective Lease Agreements.

**Attachment #4. Lease Agreement:** This agreement provides for the lease of the Leased Assets, respectively, back to the City in exchange for Lease Payments commensurate with the debt service schedule for the Bonds. Under the Lease Agreement, the City is pledging its General Fund to make the annual Lease Payments for the life of the Bonds.

The Lease Agreement, among other things, provides the following:

- That the City must include Lease Payments due each Fiscal Year in each corresponding annual budget and make the necessary annual appropriations for all such Lease Payments.
- That the City must, at its sole cost and expense, keep and maintain the Site and Facilities in a clean, safe, and good condition and repair.
- That the City shall have the option at any time to substitute other real property in place of the Site and Facilities (i.e., the City has the right to substitute the collateral of the lease transaction), provided that the City

is able to first satisfy all of the requirements set forth in Section 3 of the Lease Agreement.

- That the City must procure and maintain throughout the term of the financing, the insurance set forth in Section 5 of each Lease Agreement.
- That the obligation of the City to pay Lease Payments shall be abated during any period in which by reason of any damage, destruction or condemnation there is substantial interference with the use and occupancy of the Leased Assets or any portion thereof by the City.
- That upon termination or expiration of a Lease Agreement, and the first date upon which the respective Bonds are no longer outstanding, all right, title and interest in and to the respective Leased Asset shall vest in the City.
- That the Authority covenants that, prior to the discharge of a Lease Agreement and the corresponding series of Bonds, it will diligently maintain its status as a joint powers authority under the laws of the State of California, and will not engage in any activities inconsistent with the purposes for which the Authority is organized.

Attachment #5. Indenture of Trust: This agreement provides for execution and delivery of the Bonds in exchange for proceeds in the par amount of the Bonds, and further lays out the covenants and specifics of the Bonds, as well as the Trustee's duties, repayment mechanisms, default and remedies provisions, and Bondholder's associated rights and remedies.

Attachment #6. Assignment Agreement: This agreement provides the terms and conditions under which the Authority assigns the City's Lease Payments to the Trustee, for ultimate payment to the Bondholders.

Attachment #7. Preliminary Official Statement: The offering document that discloses to prospective investors certain information that would aid in and investors decision to purchase the Bonds. The current version of the Official Statement (OS) as attached to this staff report is the Preliminary Official Statement. The OS outlines the terms of the sale of the Bonds, security for the Bonds, interest rate, obligations of the City and Authority, information about the City, and potential risks of purchasing the Bonds.

Attachment #8. Bond Purchase Agreement: In this agreement, the underwriter (Piper Sandler) agrees to purchase all the Bonds provided that the terms and conditions set forth therein are satisfied. Piper Sandler will then sell the Bonds to investors.

#### **TIMING:**

Assuming approval of the resolutions by the City and the Authority, City Staff and its financing team will deliver a credit rating presentation to S&P Global Ratings (S&P) in mid-December. S&P will provide a public credit rating for the Bonds. Upon receipt of the credit rating, Staff anticipates that the Bonds will be sold to investors in mid-January, at which time, a final interest rate will be locked. Delivery of funds is expected in late January.

#### **FINANCIAL IMPACT:**

The annual debt service on the Bonds is estimated to be approximately \$3.4 million through FY 2031-32, approximately \$2.1 million from FY 2032-33 through FY 2032-33, and approximately \$1.05 million through the remaining term of the Bonds (FY 2051-52).

#### **GOOD FAITH ESTIMATES:**

The following information consists of estimates that have been provided by the Municipal Advisor (NHA Advisors, LLC) and has been represented by such party to have been provided in good faith:



1. True Interest Cost of the Bonds: 2.80%
2. Finance Charge of the Bonds (sum of all fees/charges paid to third parties): \$456,325
3. Net Proceeds of the Bonds to be Received (net of finance charges, reserves and capitalized interest, if any): \$45,025,000
4. Total Payment Amount through Maturity of the Bonds: \$65,252,941

The foregoing constitute good faith estimates only. The principal amount of the Bonds, the true interest cost of the Bonds, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates; (b) the actual principal amount of Bonds sold being different from the estimated amount used for purposes of such estimates; (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the City's financing plan, or a combination of such factors.

The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on a variety of factors. The actual interest rates borne by the Bonds may be subject to change from what is presented above and that may have an impact on the amortization of the Bonds.

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**Recommended Action:** Adopt resolutions authorizing the issuance of lease revenue bonds and authorizing the City Manager to execute all related documents for the renovation of the City Corporation Yard and improvements to various City streets.

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**BUDGET AMENDMENT REQUIRED:** N/A

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**CURRENT BUDGET AMOUNT:** N/A

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**PROPOSED BUDGET AMOUNT:** N/A

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**FINANCING SOURCE:** N/A

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**PREVIOUS CONTRACT/PURCHASE ORDER NO.:** N/A

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**COORDINATED WITH:** NHA Advisors

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Approved:   
Sage Sangiacomo, City Manager

**RESOLUTION 2022-\_\_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING A LEASE FINANCING AND APPROVING THE ISSUANCE AND SALE OF LEASE REVENUE BONDS BY THE UKIAH PUBLIC FINANCING AUTHORITY TO FINANCE PUBLIC CAPITAL IMPROVEMENTS, AND APPROVING RELATED DOCUMENTS AND OFFICIAL ACTIONS RELATED THERETO**

**WHEREAS**, the City of Ukiah desires to renovate its Corporation Yard and construct improvements to various City streets (collectively, the “Project”); and

**WHEREAS**, the Ukiah Public Financing Authority (the “Authority”) was formed to, among other things, assist the City with financing public capital improvements, including the Project; and

**WHEREAS**, in order to provide financing for the Project, the City has agreed to lease certain real property, consisting of city streets (the “Leased Property”), to the Authority as provided in a Site Lease, as defined herein; and

**WHEREAS**, in order to fund its payment obligation under the Site Lease, the Authority proposes to issue and sell its Lease Revenue Bonds, Series 2022 (Capital Projects) (the “Bonds”) under Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the “Bond Law”); and

**WHEREAS**, in order to secure the payments of principal of and interest on the Bonds, the Authority proposes to lease the Leased Property back to the City under a Lease Agreement (the “Lease Agreement”), under which the City is obligated to pay semiannual lease payments as rental for the Leased Property, and the Authority will assign substantially all of its rights under the Lease Agreement to The Bank of New York Mellon Trust Company, National Association, as trustee for the Bonds; and

**WHEREAS**, to provide for development of the most favorable debt structure for the City and to ensure the most favorable reception in the marketplace for the Bonds, the City has requested the Authority to sell the Bonds through a negotiated sale pursuant to the terms of a Bond Purchase Agreement (the “Bond Purchase Agreement”) between the Authority, the City and Piper Sandler , as underwriter (the “Underwriter”); and

**WHEREAS**, for purposes of the sale of the Bonds, the City has caused to be prepared an Official Statement describing the Bonds, the preliminary form of which is on file with the City Clerk and the Council, with the aid of their staff, have undertaken such review of the Official Statement as hereinafter described as is necessary to assure proper disclosure of all material facts relating to the Bonds that are within the personal knowledge of Council members and the staff; and

**WHEREAS**, as required by Section 6586.5 of the California Government Code, the City has caused publication of a notice of a public hearing on the financing of the public capital improvements included within the Project once at least five (5) days prior to the hearing in a newspaper of general circulation in the City; and

**WHEREAS**, the Council held a public hearing at which all interested persons were provided the opportunity to speak on the subject of financing such public capital improvements; and

**WHEREAS**, the information required to be obtained and disclosed by the City Council related to the Bonds pursuant to Government Code Section 5852.1 is set forth in the staff report accompanying this Resolution; and

**WHEREAS**, the Council wishes at this time to approve all proceedings of the City relating to the foregoing;

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

**Section 1.** The Council hereby approves the issuance of the Bonds by the Authority under the Bond Law in a maximum principal amount not to exceed \$48,000,000, for the purpose of financing the Project. The Council hereby finds that issuance of the Bonds by the Authority for the purpose of financing the Project will result in significant public benefits of the type described in Section 6586 of the California Government Code, including, but not limited to, a more efficient delivery of City services to residential and commercial developments within the City and demonstrable savings in effective interest rate, bond preparation, bond underwriting and/or bond issuance costs.

**Section 2.** The Council hereby approves each of the following agreements required for the issuance and sale of the Bonds, in substantially the respective forms on file with the City Clerk together with any changes therein or additions thereto deemed advisable by the Mayor, Vice Mayor, City Manager, Finance Director, or a designee appointed by such person (each, an "Authorized Officer"), whose execution thereof shall be conclusive evidence of the approval of any such changes or additions. An Authorized Officer is hereby authorized and directed for and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest, the final form of each such agreement, as follows:

- Site Lease, between the City as lessor and the Authority as lessee, under which the City leases the Leased Property to the Authority in consideration of the payment of an upfront amount which will be applied by the City to the Project;
- Lease Agreement, between the Authority as lessor and the City as lessee, under which the Authority leases the Leased Property back to the City and the City agrees to pay semiannual lease payments to provide revenues with which to pay principal of and interest on the Bonds when due; and
- Continuing Disclosure Certificate, to be executed by the City for the purpose of providing annual financial information and notice of certain enumerated events to holders and beneficial owners of the Bonds.

**Section 3.** The Council hereby approves the negotiated sale of the Bonds by the Authority to the Underwriter. The Bonds shall be sold pursuant to the terms and provisions of the Bond Purchase Agreement among the Authority, the City and the Underwriter in

substantially the form on file with the City Clerk together with any changes therein or additions thereto deemed advisable by an Authorized Officer. The principal amount of the principal obligation of the City under the Lease Agreement shall not exceed \$48,000,000, the true interest cost of the Bonds shall not exceed 3.25% and the Underwriter's discount shall not exceed 0.7%.

**Section 4.** The Council hereby approves the preliminary Official Statement describing the Bonds in substantially the form on file with the City Clerk. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to said preliminary Official Statement, and to execute an appropriate certificate stating the City's determination that the preliminary Official Statement (together with any changes therein or additions thereto) has been deemed nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934. Distribution of the preliminary Official Statement by the Underwriter is hereby approved. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The Council hereby authorizes the distribution of the final Official Statement by the Underwriter. The final Official Statement shall be executed on behalf of the City by an Authorized Officer.

**Section 5.** The firm of NHA Advisors LLC is hereby retained as municipal advisor to the City in connection with the issuance and sale of the Bonds by the Authority. An Authorized Officer is authorized to execute an agreement with said firm in a form as approved by an Authorized Officer, as necessary.

**Section 6.** The firm of Jones Hall, A Professional Law Corporation, is hereby retained as bond counsel and disclosure counsel to the City in connection with the issuance and sale of the Bonds by the Authority. An Authorized Officer is authorized to execute an agreement with said firm in a form as approved by an Authorized Officer, as necessary.

**Section 7.** The Authorized Officers, the City Attorney, the City Clerk and all other officers of the City are each authorized and directed on behalf of the City to make any and all leases, assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance or termination, warrants and other documents, which they or any of them deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. An Authorized Officer may revise the identity of the Leased Property (including by adding thereto) as necessary in order to accomplish the purposes of this Resolution. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

**Section 8.** This Resolution shall take effect immediately upon its passage and adoption.

\* \* \* \* \*

**PASSED AND ADOPTED** by the City Council of the City of Ukiah on \_\_\_\_\_, 2022  
by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Jim Brown, Mayor

ATTEST:

\_\_\_\_\_  
Kristine Lawler, City Clerk

**RESOLUTION NO. PFA 2022-\_\_\_\_\_****A RESOLUTION OF THE BOARD OF DIRECTORS OF THE UKIAH PUBLIC FINANCING AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF LEASE REVENUE BONDS TO FINANCE PUBLIC CAPITAL IMPROVEMENTS, AND APPROVING RELATED DOCUMENTS AND OFFICIAL ACTIONS RELATED THERETO**

**WHEREAS**, the Ukiah Public Financing Authority (the “Authority”) was formed to, among other things, assist the City of Ukiah (the “City”) with financing public capital improvements, including capital projects of the City; and

**WHEREAS**, the City desires to renovate its Corporation Yard and construct improvements to various City streets (collectively, the “Project”); and

**WHEREAS**, in order to provide financing for the Project, the City has agreed to lease certain real property, consisting of certain city streets (the “Leased Property”), to the Authority as provided in a Site Lease, as defined herein; and

**WHEREAS**, in order to fund its payment obligation under the Site Lease, the Authority proposes to issue and sell its Lease Revenue Bonds, Series 2022 (Capital Projects) (the “Bonds”) under Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the “Bond Law”); and

**WHEREAS**, in order to secure the payments of principal of and interest on the Bonds, the Authority proposes to lease the Leased Property back to the City under a Lease Agreement (the “Lease Agreement”), under which the City is obligated to pay semiannual lease payments as rental for the Leased Property, and the Authority will assign substantially all of its rights under the Lease Agreement to The Bank of New York Mellon Trust Company, National Association, as trustee for the Bonds; and

**WHEREAS**, to provide for development of the most favorable debt structure for the City and to ensure the most favorable reception in the marketplace for the Bonds, the City has requested the Authority to sell the Bonds through a negotiated sale pursuant to the terms of a Bond Purchase Agreement (the “Bond Purchase Agreement”) between the Authority, the City and Piper Sandler & Co. as underwriter (the “Underwriter”); and

**WHEREAS**, for purposes of the sale of the Bonds, the City has caused to be prepared an Official Statement describing the Bonds, the preliminary form of which is on file with the Secretary and the Board of Directors, with the aid of their staff, have undertaken such review of the Official Statement as hereinafter described as is necessary to assure proper disclosure of all material facts relating to the Bonds that are within the personal knowledge of members of the Board of Directors and the staff; and

**WHEREAS**, as required by Section 6586.5 of the California Government Code, the City has caused publication of a notice of a public hearing on the financing of the public capital improvements included within the Project once at least five (5) days prior to the hearing in a newspaper of general circulation in the City; and



**WHEREAS**, the City Council of the City held a public hearing at which all interested persons were provided the opportunity to speak on the subject of financing such public capital improvements; and

**WEREAS**, the information required to be obtained and disclosed by the Board of Directors related to the Bonds pursuant to Government Code Section 5852.1 is set forth in the staff report accompanying this Resolution; and

**WHEREAS**, the Board wishes at this time to approve all proceedings of the Authority relating to the foregoing.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND RESOLVED BY THE BOARD OF DIRECTORS OF THE UKIAH PUBLIC FINANCING AUTHORITY AS FOLLOWS:**

**Section 1.** The Board of Directors hereby authorizes the issuance of the Bonds under the Bond Law in a maximum principal amount not to exceed \$48,000,000, for the purpose of financing the Project. The Bonds shall be issued under the Bond Law and the Indenture of Trust that is approved below.

**Section 2.** The Board hereby approves each of the following agreements required for the issuance and sale of the Bonds, in substantially the respective forms on file with the Secretary together with any changes therein or additions thereto deemed advisable by the Chair, Vice Chair, Executive Director, Treasurer, or a designee appointed by such person (each, an "Authorized Officer"), whose execution thereof shall be conclusive evidence of the approval of any such changes or additions. Such changes or additions may include, but is not limited to, providing that payment of the Bonds be insured by a financial guaranty policy from a bond insurance company and/or secured by a reserve surety policy, if in the judgment of an Authorized Officer such insurance and/or reserve surety policy is in the best interest of the Authority. An Authorized Officer is hereby authorized and directed for and on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest, the final form of each such agreement, as follows:

- Indenture of Trust, between the Authority and The Bank of New York Mellon Trust Company, National Association, as trustee (the "Trustee"), setting forth the terms and provisions relating to the Bonds;
- Site Lease, between the City as lessor and the Authority as lessee, under which the City leases the Leased Property to the Authority in consideration of the payment of an upfront amount which will be applied by the City to the Project;
- Lease Agreement, between the Authority as lessor and the City as lessee, under which the Authority leases the Leased Property back to the City and the City agrees to pay semiannual lease payments to provide revenues with which to pay principal of and interest on the Bonds when due; and

- Assignment Agreement, between the Authority and the Trustee, whereby the Authority assigns certain of its rights under the Lease Agreement to the Trustee for the benefit of the Bond owners.

**Section 3.** The Board of Directors hereby authorizes and directs the negotiated sale of the Bonds to the Underwriter. The Bonds shall be sold pursuant to the terms and provisions of the Bond Purchase Agreement among the Authority, the City and the Underwriter in substantially the form on file with the Secretary together with any changes therein or additions thereto deemed advisable by an Authorized Officer. The principal amount of the Bonds and related principal obligation of the Authority under the Site Lease Agreement shall not exceed \$48,000,000, the true interest cost of the Bonds shall not exceed 3.25% and the Underwriter's discount shall not exceed 0.7%.

**Section 4.** The Board of Directors hereby approves the preliminary Official Statement describing the Bonds in substantially the form on file with the Secretary. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to said preliminary Official Statement and, if requested by the Underwriter, to execute an appropriate certificate stating the Authority's determination that the preliminary Official Statement (together with any changes therein or additions thereto) has been deemed nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934. Distribution of the preliminary Official Statement by the Underwriter is hereby approved. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The Board of Directors hereby authorizes the distribution of the final Official Statement by the Underwriter. The final Official Statement shall be executed on behalf of the Authority by the Chair or an Authorized Officer.

**Section 5.** The Authorized Officers, the General Counsel to the Authority, the Secretary and all other officers of the Authority are each authorized and directed on behalf of the Authority to make any and all leases, assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance or termination, warrants and other documents, which they or any of them deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. An Authorized Officer may revise the identity of the Leased Property (including by adding thereto) as necessary to accomplish the purposes of this Resolution. Whenever in this resolution any officer of the Authority is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

**Section 6.** This Resolution shall take effect immediately upon its passage and adoption.

\* \* \* \* \*

**THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED** by the Board of Directors of the Ukiah Public Financing Authority at a regular meeting held on this \_\_\_\_\_, 2022 by the following roll call vote:

AYES:

NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Jim Brown, Chair of the Ukiah Public  
Financing Authority

ATTEST:

\_\_\_\_\_  
Kristine Lawler, Secretary of the Ukiah Public Financing Authority

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## **SITE LEASE**

Dated as of February 1, 2022

between the

**CITY OF UKIAH,**  
*as lessor*

and the

**UKIAH PUBLIC FINANCING AUTHORITY,**  
*as lessee*

Relating to

\$ \_\_\_\_\_  
**Ukiah Public Financing Authority  
Lease Revenue Bonds, Series 2022  
(Capital Projects)**

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## SITE LEASE

This SITE LEASE (this “Site Lease”), dated for convenience as of February 1, 2022, is between the CITY OF UKIAH, a municipal corporation duly organized and existing under the laws of the State of California, as lessor, which acquired a portion of the Leased Property as the City of Ukiah, California, a municipal corporation (a political subdivision organized and existing under the laws of the State of California) (the “City”), and the UKIAH PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as lessee (the “Authority”).

### BACKGROUND:

1. The City is proceeding to reconstruct its corporation yard and construct improvements to various City streets (collectively, the “Project”).

2. In order to provide funds to finance a portion of the costs of the Project, the City has agreed to lease the real property more particularly described in Appendix A attached hereto and by this reference incorporated herein, consisting of streets in the City (the “Leased Property”) to the Authority under this Site Lease, pursuant to which the Authority agrees to make an initial rental payment (as described herein, the “Site Lease Payment”) which is sufficient to provide funds for such purposes.

3. The Authority has authorized the issuance of its Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects) in the aggregate principal amount of \$\_\_\_\_\_ (the “Bonds”) under an Indenture of Trust dated as of February 1, 2022 (the “Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with this Site Lease.

4. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under a Lease Agreement dated as of February 1, 2022 (the “Lease”), which has been executed concurrently herewith, under which the City has agreed to pay semiannual Lease Payments as the rental for the Leased Property thereunder.

5. The lease payments made by the City under the Lease have been assigned by the Authority to Trustee for the security of the Bonds under an Assignment Agreement dated as of February 1, 2022, between the Authority as assignor and the Trustee as assignee, which has been executed concurrently herewith.

## A G R E E M E N T :

*In consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:*

SECTION 1. *Lease of Property to Authority.* The City hereby leases the Leased Property to the Authority and the Authority hereby leases the Leased Property from the City, on the terms and conditions hereinafter set forth.

SECTION 2. *Term; Possession.* The term of this Site Lease commences on the Closing Date and ends on the date on which the Indenture is discharged in accordance with Section 13.01 thereof, but under any circumstances not later than April 1, \_\_\_\_\_. The provisions of this Section 2 are subject in all respects to any other provisions of this Site Lease relating to the termination hereof.

SECTION 3. *Rental.* The Authority shall pay to the City as and for rental of the Leased Property hereunder, the sum of \$\_\_\_\_\_ (the "Site Lease Payment"). The Site Lease Payment is due and payable upon the issuance of the Bonds and the execution and delivery hereof, and will be paid from the proceeds of the Bonds. The Authority and the City hereby find and determine that the total amount of the Site Lease Payment does not exceed the fair market value of the leasehold interest in the Leased Property which is conveyed hereunder by the City to the Authority. No other amount of rental is due and payable by the Authority for the use and occupancy of the Leased Property under this Site Lease.

As provided in the Indenture, a portion of the proceeds of the Bonds will be applied to make the Site Lease Payment by depositing the full amount thereof into the Project Fund which is held and administered by the City under the Indenture. Amounts on deposit in the Project Fund shall be disbursed by the City from time to time for the purpose of paying Project Costs in accordance with the Indenture.

SECTION 4. *Leaseback to City.* The Authority shall lease the Leased Property back to the City under the Lease.

SECTION 5. *Assignments and Subleases.* Unless the City is in default under the Lease, the Authority may not assign its rights under this Site Lease or sublet all or any portion of the Leased Property, except as provided in the Assignment Agreement and in the Lease, without the prior written consent of the City.

SECTION 6. *Substitution or Release of Property.* If the City exercises its option under Section 3.3 of the Lease to substitute property for the Leased Property in whole or in part, such substitution shall also operate to substitute property for the Leased Property which is leased hereunder. If the City exercises its option under Section 3.4 of the Lease to release a portion of the Leased Property from the Lease, such substitution shall also operate to release such portion of the Leased Property hereunder. The description of the Leased Property which is leased under the Lease shall conform at all times to the description of the Leased Property which is leased hereunder.

SECTION 7. *Right of Entry.* The City reserves the right for any of its duly authorized representatives to enter upon the Leased Property, or any portion thereof, at

any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 8. *Termination.* The Authority agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property in the same good order and condition as the Leased Property was in at the time of commencement of the term hereof, reasonable wear and tear excepted, and agrees that all buildings, improvements and structures then existing upon the Leased Property shall remain thereon and title thereto shall vest thereupon in the City for no additional consideration.

SECTION 9. *Default.* If the Authority defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Authority, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease shall be deemed to occur as a result thereof and no such remedy may include termination hereof; *provided, however*, that so long as the Lease remains in effect, the Lease Payments payable by the City under the Lease shall continue to be paid to the Trustee.

SECTION 10. *Quiet Enjoyment.* The Authority at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Property, subject to the provisions of the Lease and subject only to Permitted Encumbrances (as that term is defined in the Lease).

SECTION 11. *Waiver of Personal Liability.* All liabilities under this Site Lease on the part of the Authority are solely corporate liabilities of the Authority as a public entity, and the City hereby releases each and every member and officer of the Authority of and from any personal or individual liability under this Site Lease. No member or officer of the Authority or its governing board shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Authority hereunder.

SECTION 12. *Taxes.* The City covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property and any improvements thereon.

SECTION 13. *Eminent Domain.* If the whole or any part of the Leased Property or any improvements thereon is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid Lease Payments payable under the Lease and the balance of the award, if any, shall be paid to the City.

SECTION 14. *Partial Invalidity.* If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.



SECTION 15. *Notices.* Any notice, request, complaint, demand or other communication under this Site Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy, telex or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by telecopy, telex or other form of telecommunication, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The City, the Authority and the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

|                                     |                                                                                        |
|-------------------------------------|----------------------------------------------------------------------------------------|
| If to the City<br>or the Authority: | City of Ukiah<br>Attention: Finance Director<br>300 Seminary Avenue<br>Ukiah, CA 95482 |
|-------------------------------------|----------------------------------------------------------------------------------------|

|                    |                                                                                                                                                                  |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to the Trustee: | The Bank of New York Mellon Trust Company, N.A.<br>Attention: Corporate Trust Administration<br>333 S. Hope Street, Suite #2525<br>Los Angeles, California 90071 |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SECTION 16. *Amendment of this Site Lease.* The Authority and the City may at any time amend or modify any of the provisions of this Site Lease, but only (a) with the prior written consent of the Owners of a majority in aggregate principal amount of the Outstanding Bonds; or (b) without the consent of any of the Bond Owners, but only if such amendment or modification is for any one or more of the following purposes:

- (i) to make cure any ambiguity, or to cure, correct or supplement any defective provision contained herein, or in any other respect whatsoever as the Authority and the City may deem necessary or desirable, provided that, in the opinion of Bond Counsel, such modifications or amendments do not materially adversely affect the interests of the Owners of the Bonds;
- (ii) to amend any provision hereof relating to the Tax Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest on the Bonds under the Tax Code, in the opinion of Bond Counsel;
- (iii) to conform to any amendment of the Indenture which is made thereto in accordance with Section 9.01 of the Indenture; or
- (iv) for the purpose of effectuating any substitution or release of property under Section 6.

SECTION 17. *Governing Law.* This Site Lease shall be construed in accordance with and governed by the laws of the State of California.

SECTION 18. *Third Party Beneficiary.* The Trustee is hereby made a third party beneficiary under this Site Lease with all rights of a third party beneficiary.

SECTION 19. *Binding Effect.* This Site Lease inures to the benefit of and is binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 20. *Section Headings.* All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

SECTION 21. *Execution in Counterparts.* This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this Site Lease may be separately executed by the Authority and the City, all with the same force and effect as though the same counterpart had been executed by both the Authority and the City.

SECTION 22. *Defined Terms.* All capitalized terms used herein and not otherwise defined have the respective meanings given those terms in the Indenture.

IN WITNESS WHEREOF, the City and the Authority have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**UKIAH PUBLIC FINANCING AUTHORITY**  
*as Lessor*

By: \_\_\_\_\_  
Daniel Buffalo  
Treasurer

**CITY OF UKIAH**  
*as Lessee*

By: \_\_\_\_\_  
Daniel Buffalo  
Finance Director

**APPENDIX A**  
**DESCRIPTION OF THE LEASED PROPERTY**

The Leased Property consists of that certain real property, together with all fixtures, equipment or other improvements located upon the real property, except as to the library as excluded below, situated in the City of Ukiah, County of Mendocino, State of California, described as follows:

[[All City Streets]]

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## LEASE AGREEMENT

Dated as of February 1, 2022

between the

**UKIAH PUBLIC FINANCING AUTHORITY,**  
*as lessor*

and the

**CITY OF UKIAH,**  
*as lessee*

Relating to

\$ \_\_\_\_\_  
**Ukiah Public Financing Authority**  
**Lease Revenue Bonds, Series 2022**  
**(Capital Projects)**

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## LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease"), dated for convenience as of February 1, 2022, is between the UKIAH PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as lessor (the "Authority"), and the CITY OF UKIAH, a municipal corporation duly organized and existing under the laws of the State of California, as lessee (the "City").

### BACKGROUND:

1. The City is proceeding to reconstruct its corporation yard and construct improvements to various City streets (collectively, the "Project").

2. In order to provide funds to finance a portion of the costs of the Project, the City has agreed to lease the real property more particularly described in Appendix A attached hereto and by this reference incorporated herein, consisting of streets in the City (the "Leased Property") to the Authority under a Site Lease dated as of February 1, 2022 which has been executed concurrently herewith (the "Site Lease"), under which the Authority agrees to make an initial rental payment (the "Site Lease Payment") which is sufficient to provide funds for such purposes. The Leased Property is also subject to a lease entered into by the City (the "2020 Lease") in connection with the Authority's Lease Revenue Bonds, Series 2020A and Taxable Lease Revenue Bonds, Series 2020B, outstanding in the combined principal amount of \$52,250,000 (the "2020 Bonds").

3. The Authority has authorized the issuance of its Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects) in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds") under an Indenture of Trust dated as of February 1, 2022 (the "Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), and under the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the "Bond Law"), for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with the Site Lease.

4. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under this Lease, under which the City agrees to pay semiannual Lease Payments as the rental for the Leased Property hereunder.

5. The lease payments made by the City under this Lease have been assigned by the Authority to the Trustee for the security of the Bonds under an Assignment Agreement dated as of February 1, 2022, between the Authority as assignor and the Trustee as assignee, which has been executed concurrently herewith.

6. The City and the Authority have found and determined that all acts and proceedings required by law necessary to make this Lease, when executed by the City and the Authority, the valid, binding and legal obligations of the City and the Authority,

and to constitute this Lease a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Lease have been in all respects duly authorized.

## **A G R E E M E N T :**

In consideration of the material covenants contained in this Lease, the parties hereto hereby formally covenant, agree and bind themselves as follows:

## **ARTICLE I**

### **DEFINITIONS; RULES OF INTERPRETATION**

SECTION 1.1. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Lease have the respective meanings given them in the Indenture.

#### *SECTION 1.2. Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular includes the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and includes the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision hereof.

## ARTICLE II

### COVENANTS, REPRESENTATIONS AND WARRANTIES

SECTION 2.1. *Covenants, Representations and Warranties of the City.* The City makes the following covenants, representations and warranties to the Authority and the Trustee as of the date of the execution and delivery of this Lease:

- (a) Due Organization and Existence. The City is a municipal corporation duly organized and validly existing under the laws of the State of California, has full legal right, power and authority under the laws of the State of California to enter into the Site Lease and this Lease and to carry out and consummate all transactions contemplated hereby, and by proper action the City has duly authorized the execution and delivery of the Site Lease and this Lease.
- (b) Due Execution. The representatives of the City executing the Site Lease and this Lease have been fully authorized to execute the same under a resolution duly adopted by the City Council of the City.
- (c) Valid, Binding and Enforceable Obligations. The Site Lease and this Lease have been duly authorized, executed and delivered by the City and constitute the legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms.
- (d) No Conflicts. The execution and delivery of the Site Lease and this Lease, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease and this Lease or the financial condition, assets, properties or operations of the City.
- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site Lease and this Lease, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.
- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental

authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease and this Lease, or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease and this Lease or the financial conditions, assets, properties or operations of the City.

SECTION 2.2. *Covenants, Representations and Warranties of the Authority.* The Authority makes the following covenants, representations and warranties to the City and the Trustee as of the date of the execution and delivery of this Lease:

- (a) Due Organization and Existence. The Authority is a public body corporate and politic duly organized and existing under the Bond Law and under the laws of the State of California; has power to enter into this Lease, the Site Lease, the Assignment Agreement and the Indenture; is possessed of full power to own and hold, improve and equip real and personal property, and to lease the same; and has duly authorized the execution and delivery of each of the aforesaid agreements and such agreements constitute the legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms.
- (b) Due Execution. The representatives of the Authority executing this Lease, the Site Lease, the Assignment Agreement and the Indenture are fully authorized to execute the same pursuant to official action taken by the governing body of the Authority.
- (c) Valid, Binding and Enforceable Obligations. This Lease, the Site Lease, the Assignment Agreement and the Indenture have been duly authorized, executed and delivered by the Authority and constitute the legal, valid and binding agreements of the Authority, enforceable against the Authority in accordance with their respective terms.
- (d) No Conflicts. The execution and delivery of this Lease, the Site Lease, the Assignment Agreement and the Indenture, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Authority is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Authority, which conflict, violation, breach,

default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease, the Assignment Agreement and the Indenture or the financial condition, assets, properties or operations of the Authority.

- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Authority, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Lease, the Site Lease, the Assignment Agreement or the Indenture, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.
- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Lease, the Site Lease, the Assignment Agreement or the Indenture, or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease, the Assignment Agreement or the Indenture or the financial conditions, assets, properties or operations of the Authority.

### **ARTICLE III**

#### **DEPOSIT AND APPLICATION OF FUNDS; SUBSTITUTION AND RELEASE OF PROPERTY**

SECTION 3.1. *Deposit of Moneys*. On the Closing Date, the Authority will cause the proceeds of sale of the Bonds to be deposited with the Trustee. The Trustee shall deposit those proceeds in accordance with Section 3.01 of the Indenture.

SECTION 3.2. *Acquisition and Construction of Project*. As provided in Section 3.02 of the Indenture, a portion of the proceeds of sale of the Bonds will be applied to pay the Site Lease Payment to the City in accordance with Section 3 of the Site Lease. The Site Lease Payment shall be deposited into the Project Fund, which is established under the Indenture, to be disbursed for the purpose of paying Project Costs. Upon the completion of the Project, the City shall file a Written Certificate of the City with the Trustee, which Written Certificate shall identify the amount (if any) to be retained in the Project Fund to pay remaining Project Costs.

SECTION 3.3. *Substitution of Property.* The City has the option at any time and from time to time, to substitute other real property (the "Substitute Property") for the Leased Property or any portion thereof (the "Former Property"), upon satisfaction of all of the following requirements which are hereby declared to be conditions precedent to such substitution:

- (a) No Event of Default has occurred and is continuing.
- (b) The City has filed with the Authority and the Trustee sufficient memorialization of an amendment of this Lease, the Site Lease and the Assignment Agreement, which adds the legal description of the Substitute Property to Appendix A and deletes therefrom the legal description of the Former Property.
- (c) The City has certified in writing to the Authority and the Trustee that the Substitute Property serves the municipal purposes of the City and constitutes property which the City is permitted to lease under the laws of the State of California, and has been determined to be important to the proper, efficient and economic operation of the City and to serve a proper governmental function of the City.
- (d) The Substitute Property does not cause the City to violate any of its covenants, representations and warranties made herein.
- (e) The City has filed with the Authority and the Trustee a written certificate of the City or other written evidence stating that the estimated fair rental value of the Leased Property following the substitution will be at least equal to the aggregate principal amount of the Bonds then outstanding, and that the useful life of the Substitute Property at least extends to the stated termination date of this Lease.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Former Property and commence as to the Substitute Property, and all references to the Former Property will apply with full force and effect to the Substitute Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of any substitution of property under this Section. The Authority and the City will execute and deliver all documents required to discharge the Site Lease, this Lease and the Assignment Agreement of record against the Former Property and to cause the Substitute Property to become subject to all of the terms and conditions of the Site Lease, this Lease and the Assignment Agreement.

SECTION 3.4. *Release of Property.* The City has the option at any time and from time to time to release any portion of the Leased Property from this Lease (the "Released Property") provided that the City has satisfied all of the following requirements which are hereby declared to be conditions precedent to such release:

- (a) No Event of Default has occurred and is continuing.

- (b) The City has filed with the Authority and the Trustee, and caused to be recorded in the office of the Mendocino County Recorder, sufficient memorialization of an amendment of this Lease, the Site Lease and the Assignment Agreement, which removes the Released Property therefrom.
- (c) The City has certified in writing to the Authority and the Trustee that the value of the property which remains subject to this Lease following such release is at least equal to the then outstanding principal amount of the Bonds, and the fair rental value of the property which remains subject to this Lease following such release is at least equal to the Lease Payments thereafter coming due and payable hereunder.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Released Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Authority and the City shall execute and deliver all documents required to discharge the Site Lease, this Lease and the Assignment Agreement of record against the Released Property.

## **ARTICLE IV**

### **LEASE OF LEASED PROPERTY; TERM OF THIS LEASE; LEASE PAYMENTS**

SECTION 4.1. *Lease of Leased Property.* The Authority hereby leases the Leased Property to the City and the City hereby leases the Leased Property from the Authority, upon the terms and conditions set forth in this Lease.

SECTION 4.2. *Term.* The Term of this Lease commences on the Closing Date and ends on the date on which the Indenture is discharged in accordance with Section 10.01 thereof, but under any circumstances not later than April 1, \_\_\_\_\_. The provisions of this Section are subject to the provisions of Section 6.2 relating to abatement and the taking in eminent domain of the Leased Property in whole or in part.

SECTION 4.3. *Lease Payments.*

(a) Obligation to Pay. Subject to the provisions of Sections 6.2 and 6.3 and the provisions of Article IX, the City agrees to pay to the Authority, its successors and assigns, the Lease Payments in the respective amounts specified in Appendix B attached to this Lease, to be due and payable in immediately available funds on the Interest Payment Dates immediately following each of the respective Lease Payment Dates specified in Appendix B, and to be deposited by the City with the Trustee on each of the Lease Payment Dates specified in Appendix B. Any amount held in the Bond Fund, the Interest Account and the Principal Account on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole under Article IX, and amounts required for payment of past due principal or interest on any Bonds not presented for payment) will be credited towards the Lease Payment then required to be paid hereunder. The City is not required to deposit any Lease Payment with the Trustee on any Lease Payment Date if the amounts then held in



the Bond Fund, the Interest Account and the Principal Account are at least equal to the Lease Payment then required to be deposited with the Trustee. The Lease Payments payable in any Rental Period are for the use of the Leased Property during that Rental Period.

(b) Effect of Prepayment. If the City prepays all Lease Payments in full under Section 9.2, the City's obligations under this Section will thereupon cease and terminate. If the City prepays the Lease Payments in part but not in whole under Section 9.2, the principal components of the remaining Lease Payments will be reduced in integral multiples of \$5,000 among Lease Payment Dates on a basis which corresponds to the principal maturities of the Bonds which are redeemed thereby; and the interest component of each remaining Lease Payment will be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Bonds thereby redeemed under Section 4.01 of the Indenture.

(c) Rate on Overdue Payments. If the City fails to make any of the payments required in this Section, the payment in default will continue as an obligation of the City until the amount in default has been fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment at the highest rate of interest on any Outstanding Bond.

(d) Fair Rental Value. The aggregate amount of the Lease Payments and Additional Rental Payments coming due and payable during each Rental Period constitute the total rental for the Leased Property for such Rental Period, and are payable by the City in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments represent the fair rental value of the Leased Property. In making that determination, consideration has been given to the estimated value of the Leased Property, other obligations of the City and the Authority under this Lease, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the City and the general public.

(e) Assignment. The City understands and agrees that all Lease Payments have been assigned by the Authority to the Trustee in trust, under the Assignment Agreement, for the benefit of the Owners of the Bonds, and the City hereby assents to such assignment. The Authority hereby directs the City, and the City hereby agrees to pay to the Trustee at its Office, all payments payable by the City under this Section and all amounts payable by the City under Article IX.

SECTION 4.4. *Source of Payments; Covenant to Budget and Appropriate.* The Lease Payments are payable from any source of available funds of the City, subject to the provisions of Section 6.3. The City covenants to take all actions required to include the Lease Payments in each of its budgets during the Term of this Lease and to make the necessary appropriations for all Lease Payments and Additional Rental Payments. The foregoing covenant of the City contained constitutes a duty imposed by law and each and every public official of the City is required to take all actions required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the City.

SECTION 4.5. *Additional Rental Payments.* In addition to the Lease Payments, the City shall pay when due the following amounts of Additional Rental Payments in consideration of the lease of the Leased Property by the City from the Authority hereunder:

- (a) All fees and expenses incurred by the Authority in connection with or by reason of its leasehold estate in the Leased Property, when due;
- (b) All reasonable compensation to the Trustee for all services rendered under the Indenture and for all reasonable expenses, charges, costs, liabilities, legal fees and other disbursements incurred in and about the performance of its powers and duties under the Indenture;
- (c) The reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Lease or the Indenture;
- (d) Amounts coming due and payable as Excess Investment Earnings in accordance with Section 7.6(e); and
- (e) The reasonable out-of-pocket expenses of the Authority in connection with the execution and delivery of this Lease or the Indenture, or in connection with the issuance of the Bonds, including but not limited to any and all expenses incurred in connection with the authorization, sale and delivery of the Bonds, or incurred by the Authority in connection with any litigation which may at any time be instituted involving this Lease, the Bonds, the Indenture or any of the other documents contemplated hereby or thereby, or otherwise incurred in connection with the administration of this Lease.

SECTION 4.6. *Quiet Enjoyment.* Throughout the Term of this Lease, the Authority shall provide the City with quiet use and enjoyment of the Leased Property and the City will peaceably and quietly have and hold and enjoy the Leased Property, without suit, trouble or hindrance from the Authority, except as expressly set forth in this Lease. The Authority will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Authority may lawfully do so. Notwithstanding the foregoing, the Authority has the right to inspect the Leased Property as provided in Section 7.2.

SECTION 4.7. *Title.* Upon the termination of this Lease (other than under Section 8.2(b) hereof), all right, title and interest of the Authority in and to the Leased Property transfers to and vests in the City. The Authority shall take any and all steps and execute and record any and all documents reasonably required by the City to consummate any such transfer of title.

## ARTICLE V

### MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

SECTION 5.1. *Maintenance, Utilities, Taxes and Assessments.* Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all improvement, repair and maintenance of the Leased Property are the responsibility of the City, and the City will pay for or otherwise arrange for the payment of all utility services supplied to the Leased Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and will pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Authority agrees to provide only the Leased Property. The City waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the City under the terms of this Lease.

The City shall also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Authority or the City affecting the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

The City may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority notifies the City that, in its reasonable opinion, by nonpayment of any such items the interest of the Authority in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority and the Trustee.

SECTION 5.2. *Modification of Leased Property.* The City has the right, at its own expense, to make additions, modifications and improvements to the Leased Property or any portion thereof. All additions, modifications and improvements to the Leased Property will thereafter comprise part of the Leased Property and become subject to the provisions of this Lease. Such additions, modifications and improvements may not in any way damage the Leased Property, or cause the Leased Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Leased Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements. The City will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the City under this Section; except that if any such lien is established and the City first notifies or causes to be notified the Authority of the City's

intention to do so, the City may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Authority with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Authority. The Authority will cooperate fully in any such contest, upon the request and at the expense of the City.

SECTION 5.3. *Liability Insurance.* The City shall maintain or cause to be maintained throughout the Term of this Lease, a standard commercial general liability insurance policy or policies in protection of the Authority, the City, and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such policy or policies shall provide coverage in such liability limits and be subject to such deductibles as the City deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City, subject to the provisions of Section 5.4, or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. The proceeds of such liability insurance must be applied toward extinguishment or satisfaction of the liability with respect to which paid.

SECTION 5.4. *Property Insurance.* The City shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, insurance against loss or damage to all improvements situated on the Leased Property. To the extent the Leased Property does not include streets, such insurance shall be in an amount at least equal to the lesser of (a) 100% of the replacement value of the insured buildings, or (b) 100% of the aggregate principal amount of the Outstanding Bonds. Such insurance must, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance, and must include earthquake insurance if available at reasonable cost from reputable insurers in the judgment of the City. Such insurance may be subject to such deductibles as the City deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers agency or other program providing pooled insurance; provided that such insurance may not be maintained by the City in the form of self-insurance. The Net Proceeds of such insurance must be applied as provided in Section 6.1.

SECTION 5.5. *Insurance Net Proceeds; Form of Policies.* Each policy of insurance maintained under Section 5.4 must name the Trustee as loss payee so as to provide that all proceeds thereunder are payable to the Trustee. The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease. All such policies shall provide that the Trustee is given 30 days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. The Trustee has no responsibility for the sufficiency, adequacy or amount of any insurance or self-insurance herein required and is fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

SECTION 5.6. *Installation of City's Personal Property.* The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Leased Property. All such items shall remain the sole property of the City, in which neither the Authority nor the Trustee has any interest, and may be modified or removed by the City at any time, provided that the City must repair all damage to the Leased Property resulting from the installation, modification or removal of any such items. Nothing in this Lease prevents the City from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, so long as no such lien or security interest attaches to any part of the Leased Property.

SECTION 5.7. *Advances.* If the City fails to perform any of its obligations under this Article V, the Authority may (but is not required to) take such action as it deems necessary to cure such failure, including the advancement of money, and the City shall repay all such advances as Additional Rental Payments hereunder, with interest at the rate set forth in Section 4.3(c).

## **ARTICLE VI**

### **DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS**

SECTION 6.1. *Application of Net Proceeds.* The Trustee, as assignee of the Authority under the Assignment Agreement, has the right to receive all Net Proceeds. As provided in the Indenture, the Trustee will deposit all Net Proceeds in the Insurance and Condemnation Fund to be applied as set forth in Section 5.07 of the Indenture.

SECTION 6.2. *Termination or Abatement Due to Eminent Domain.*

(a) If the Leased Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease thereupon ceases as of the day possession is taken.

(b) If less than all of the Leased Property is taken permanently and the remainder is useable for the City's purposes, or if the Leased Property is taken temporarily, under the power of eminent domain, then:

- (i) this Lease continues in full force and effect with respect thereto and does not terminate by virtue of such taking, and the parties waive the benefit of any law to the contrary, and
- (ii) the Lease Payments are subject to abatement in an amount determined by the City such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property.

Notwithstanding the foregoing, there shall be no abatement of the Lease Payments under this Section 6.2 in the event and to the extent that amounts in the

Insurance and Condemnation Fund, the Bond Fund or the Reserve Fund are available to pay Lease Payments which would otherwise be abated, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

SECTION 6.3. *Abatement Due to Damage or Destruction.* The Lease Payments are subject to abatement during any period in which by reason of damage or destruction (other than by eminent domain which is hereinbefore provided for) there is substantial interference with the use and occupancy by the City of the Leased Property or any portion thereof. The Lease Payments are subject to abatement in an amount determined by the City, such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property not damaged or destroyed. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such damage or destruction, this Lease continues in full force and effect and the City waives any right to terminate this Lease by virtue of any such damage and destruction.

Notwithstanding the foregoing, there shall be no abatement of the Lease Payments under this Section 6.3 in the event and to the extent that amounts in the Insurance and Condemnation Fund, the Bond Fund or the Reserve Fund are available to pay Lease Payments which would otherwise be abated, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

The abatement of Lease Payments hereunder in accordance with the terms hereof shall not constitute an Event of Default (as defined in Section 8.1) hereunder.

## **ARTICLE VII**

### **OTHER COVENANTS OF THE CITY**

SECTION 7.1. *Disclaimer of Warranties.* THE AUTHORITY MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE LEASED PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. THE CITY ACKNOWLEDGES THAT THE AUTHORITY IS NOT A MANUFACTURER OF ANY PORTION OF THE LEASED PROPERTY OR A DEALER THEREIN, THAT THE CITY LEASES THE LEASED PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE CITY. The Authority has no liability for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease for the existence, furnishing, functioning or use of the Leased Property by the City.

SECTION 7.2. *Access to the Leased Property.* The City agrees that the Authority and any Authorized Representative of the Authority, and the Authority's successors or

assigns, have the right at all reasonable times to enter upon and to examine and inspect the Leased Property or any part thereof. The City further agrees that the Authority, any Board Representative and the Authority's successors or assigns may have such rights of access to the Leased Property or any component thereof as reasonably necessary to cause the proper maintenance of the Leased Property if the City fails to perform its obligations hereunder; *provided, however*, that neither the Authority nor any of its assigns has any obligation to cause such proper maintenance.

SECTION 7.3. *Release and Indemnification Covenants.* The City agrees to indemnify the Authority, the Trustee and their respective officers, agents, successors and assigns, against all claims, losses and damages, including legal fees and expenses, arising out of any of the following:

- (a) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the City,
- (b) any breach or default on the part of the City in the performance of any of its obligations under this Lease,
- (c) any negligence or willful misconduct of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property,
- (d) any intentional misconduct or negligence of any sublessee of the City with respect to the Leased Property,
- (e) the acquisition, construction, improvement and equipping of the Leased Property, or the authorization of payment of the costs thereof, or
- (f) the acceptance and performance of the duties of the Trustee under the Indenture and under this Lease.

The rights of the Authority and the Trustee and the obligations of the City under this Section 7.3 shall survive the termination of this Lease or the resignation or removal of the Trustee.

No indemnification is made under this Section or elsewhere in this Lease for willful misconduct or negligence under this Lease by the Authority, the Trustee or their respective officers, agents, employees, successors or assigns.

SECTION 7.4. *Assignment and Subleasing by the City.* This Lease may not be assigned by the City, other than to an entity which succeeds to the interests of the City as a municipal corporation. The City may sublease the Leased Property, or any portion thereof, subject to all of the following conditions:

- (a) This Lease and the obligation of the City to make Lease Payments hereunder must remain obligations of the City.
- (b) The City must, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority and the Trustee a true and complete copy of such sublease.



- (c) No such sublease by the City may cause the Leased Property to be used for a purpose which is not authorized under the provisions of the laws of the State of California.
- (d) The City must furnish to the Authority and the Trustee a written opinion of Bond Counsel stating that such sublease does not cause the interest components of the Lease Payments to become included in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State of California.

SECTION 7.5. *Amendment Hereof.* The Authority and the City may at any time amend or modify any of the provisions of this Lease, but only: (a) with the prior written consents of the Owners of a majority in aggregate principal amount of the Outstanding Bonds; or (b) without the consent of the Trustee or any of the Bond Owners, but only if such amendment or modification is for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City contained in this Lease, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City;
- (ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained herein, to conform to the original intention of the City and the Authority;
- (iii) to modify, amend or supplement this Lease in such manner as to assure that the interest on the Bonds remains excluded from gross income under the Tax Code;
- (iv) to amend the description of the Leased Property to reflect accurately the property originally intended to be included therein, or in connection with any substitution or release of property under Sections 3.3 or 3.4;
- (v) to obligate the City to pay additional amounts of rental for the use and occupancy of the Leased Property, but only if (A) such additional rent payments are pledged or assigned for the payment of any bonds, notes or other obligations the proceeds of which are applied to finance or refinance the acquisition or construction of any real or personal property for which the City is authorized to expend funds subject to its control, (B) the City has obtained an appraisal or other evidence that the value of the Leased Property is at least equal to the aggregate principal amount of the Outstanding Bonds and all such other bonds, notes, leases or other obligations, and (C) the City has filed with the Trustee written evidence that the amendments made under this clause (v) will not of themselves cause a reduction or withdrawal of any rating then assigned to the Bonds;
- (vi) in any other respect whatsoever as the Authority and the City deem necessary or desirable, if in the opinion of Bond Counsel such

modifications or amendments do not materially adversely affect the interests of the Owners of the Bonds.

No such modification or amendment may (a) extend or have the effect of extending any Lease Payment Date or reducing any Lease Payment or any premium payable upon the prepayment thereof, without the express consent of the Owners of the affected Bonds, or (b) modify any of the rights or obligations of the Trustee without its written assent thereto.

#### SECTION 7.6. *Tax Covenants.*

(a) Private Business Use Limitation. The City shall assure that the proceeds of the Bonds are not used in a manner which would cause the Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The City may not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The City may not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Bonds or of any other obligations which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code.

(d) Maintenance of Tax Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The City shall calculate or cause to be calculated the Excess Investment Earnings in all respects at the times and in the manner required under the Tax Code. The City shall pay the full amount of Excess Investment Earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code. Such payments shall be made by the City from any source of legally available funds of the City, and shall constitute Additional Rental Payments hereunder.

The City shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate. The Trustee has no duty or obligation to monitor or enforce compliance by the City of any of the requirements under this subsection (e).

SECTION 7.7. *Continuing Disclosure.* The City shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the City as of the Closing Date, as originally executed and as it may be amended from time to time in

accordance with its terms. Notwithstanding any other provision of this Lease, failure of the City to comply with such Continuing Disclosure Certificate will not constitute an Event of Default, although any Participating Underwriter (as that term is defined in such Continuing Disclosure Certificate) or any Owner or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations under this Section, including seeking mandate or specific performance by court order.

## **ARTICLE VIII**

### **EVENTS OF DEFAULT AND REMEDIES**

SECTION 8.1. *Events of Default Defined.* Any one or more of the following events constitute an Event of Default hereunder:

- (a) Failure by the City to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.
- (b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in the preceding subsection (a), for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Authority or the Trustee. If in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30 day period, the failure will not constitute an Event of Default if the City commences to cure the failure within such 30 day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.
- (c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

SECTION 8.2. *Remedies on Default.* Whenever any Event of Default has happened and is continuing, the Authority may exercise any and all remedies available under law or granted under this Lease to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder, except as provided herein. Notwithstanding anything herein or in the Indenture to the contrary, (a) neither the Authority nor the Trustee may accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable (the Authority hereby expressly waives the right to receive any amount from the City pursuant to Section 1951.2 of the California Civil Code to accelerate payment of the Lease Payments) and (b) the Authority shall have no right to re-lease any portion of the Leased Property that constitutes the roadway portion of a City street. Each covenant hereof to

be kept and performed by the City is expressly made a condition and upon the breach thereof the Authority may exercise any and all rights granted hereunder; except that no termination of this Lease may be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided.

SECTION 8.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy is cumulative and in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default impairs any such right or power or operates as a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VIII it is not necessary to give any notice, other than as expressly required in this Article VIII or by law.

SECTION 8.4. *Agreement to Pay Attorneys' Fees and Expenses.* If the Authority or the City defaults under any of the provisions of this Lease and the nondefaulting party employs attorneys or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 8.5. *No Additional Waiver Implied by One Waiver.* If the Authority or the City breaches any agreement in this Lease and thereafter the other party waives the breach, such waiver is limited to the particular Breach so waived and does not operate to waive any other breach hereunder.

SECTION 8.6. *Application of Proceeds.* All net proceeds received from a re-lease of the Leased Property under this Article VIII, and all other amounts derived by the Authority or the Trustee as a result of the occurrence of an Event of Default, must be paid to and applied by the Trustee in accordance with Section 7.03 of the Indenture.

SECTION 8.7. *Trustee and Bond Owners to Exercise Rights.* Such rights and remedies as are given to the Authority under this Article VIII have been assigned by the Authority to the Trustee under the Assignment Agreement for the benefit of the Bond Owners, to which assignment the City hereby consents. The Trustee and the Bond Owners shall exercise such rights and remedies in accordance with the Indenture.

## ARTICLE IX

### PREPAYMENT OF LEASE PAYMENTS

SECTION 9.1. *Security Deposit.* Notwithstanding any other provision of this Lease, the City may on any date secure the payment of the Lease Payments allocable to the Leased Property in whole or in part by depositing with the Trustee an amount of cash which, together with other available amounts on deposit in the funds and accounts established under the Indenture, is either:

- (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Appendix B, or
- (b) invested in whole or in part in non-callable Federal Securities in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay such Lease Payments when due under Section 4.3(a), as the City instructs at the time of said deposit.

If the City makes a security deposit under this Section with respect to all unpaid Lease Payments, and notwithstanding the provisions of Section 4.2, (a) the Term of this Lease will continue, (b) all obligations of the City under this Lease, and all security provided by this Lease for said Lease Payments, will thereupon cease and terminate, excepting only the obligation of the City to make, or cause to be made all of said Lease Payments from such security deposit, and (c) under Section 4.7, title to the Leased Property will vest in the City on the date of said deposit automatically and without further action by the City or the Authority. Said security deposit constitutes a special fund for the payment of Lease Payments in accordance with the provisions of this Lease.

SECTION 9.2. *Prepayment.* The City has the option to prepay the principal components of the Lease Payments in as described under Section 4.01(a) of the Indenture. Such prepayment price shall be deposited by the Trustee in the Redemption Fund to be applied to the redemption of Bonds under Section 4.01(a) of the Indenture. The City shall give written notice to the Authority and the Trustee of its intention to prepay the Lease Payments under this Section at least 45 days prior to the prepayment date, or such shorter period of time as may be acceptable to the Trustee in its sole discretion, such notice being solely for the convenience of the Trustee. Additionally, this Lease is subject to extraordinary mandatory prepayment as described under Section 4.01(c) of the Indenture.

SECTION 9.3. *Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain.* The City shall prepay the principal components of the Lease Payments allocable to the Leased Property in whole or in part on any date, from and to the extent of any Net Proceeds of insurance award or eminent domain award with respect to the Leased Property theretofore deposited in the Redemption Fund for that purpose under Article VI hereof and Section 5.07 of the Indenture. Such Net Proceeds, to the extent remaining after payment of any delinquent Lease Payments, will be credited towards the City's obligations under this Section and applied to the corresponding redemption of Bonds under Section 4.01 of the Indenture on the next available redemption date.

SECTION 9.4. *Credit for Amounts on Deposit.* If the principal components of the Lease Payments are prepaid in full under this Article IX, such that the Indenture is discharged by its terms as a result of such prepayment, at the written election of the City filed with the Trustee any or all amounts then on deposit in the Bond Fund (and the accounts therein) or the Reserve Fund will be credited towards the amounts then required to be so prepaid.

## ARTICLE X

### MISCELLANEOUS

SECTION 10.1. *Notices.* Any notice, request, complaint, demand or other communication under this Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the City or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City  
or the Authority:

City of Ukiah  
Attention: Finance Director  
300 Seminary Avenue  
Ukiah, CA 95482

If to the Trustee:

The Bank of New York Mellon Trust Company, N.A.  
Attention: Corporate Trust Administration  
333 S. Hope Street, Suite #2525  
Los Angeles, California 90071  
~~100 Pine Street, Suite 3200~~  
~~San Francisco, California 94111~~

SECTION 10.2. *Binding Effect.* This Lease inures to the benefit of and binds the Authority, the City and their respective successors and assigns.

SECTION 10.3. *Severability.* If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

SECTION 10.4. *Net-net-net Lease.* This Lease is deemed and construed to be a "net-net-net lease" and the City hereby agrees that the Lease Payments are an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 10.5. *Third Party Beneficiary.* The Trustee is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

SECTION 10.6. *Further Assurances and Corrective Instruments.* The Authority and the City shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

SECTION 10.7. *Execution in Counterparts.* This Lease may be executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

SECTION 10.8. *Applicable Law.* This Lease is governed by and construed in accordance with the laws of the State of California.

SECTION 10.9. *Board and City Representatives.* Whenever under the provisions of this Lease the approval of the Authority or the City is required, or the Authority or the City is required to take some action at the request of the other, such approval or such request shall be given for the Authority and for the City by an Authorized Representative thereof, and any party hereto may conclusively rely upon any such approval or request.

SECTION 10.10. *Captions.* The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease.

*Remainder of page intentionally left blank. Signatures on next page.*



IN WITNESS WHEREOF, the Authority and the City have caused this Lease to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**UKIAH PUBLIC FINANCING AUTHORITY**  
*as Lessor*

By: \_\_\_\_\_  
Daniel Buffalo  
Treasurer

**CITY OF UKIAH**  
*as Lessee*

By: \_\_\_\_\_  
Daniel Buffalo  
Finance Director

## **APPENDIX A**

### **DESCRIPTION OF THE LEASED PROPERTY**

The Leased Property consists of that certain real property, together with all fixtures, equipment or other improvements located upon the real property, except as to the library as excluded below, situated in the City of Ukiah, County of Mendocino, State of California, described as follows:

[[All City Streets]]

## APPENDIX B

### SCHEDULE OF LEASE PAYMENTS

| Lease<br>Payment Date * | Principal<br>Component | Interest<br>Component | Aggregate<br>Lease Payment | Annual<br>Aggregate<br>Lease Payment |
|-------------------------|------------------------|-----------------------|----------------------------|--------------------------------------|
| 4/1/22                  |                        |                       |                            |                                      |
| 6/30/22                 |                        |                       |                            |                                      |
| 10/1/22                 |                        |                       |                            |                                      |
| 4/1/23                  |                        |                       |                            |                                      |
| 6/30/23                 |                        |                       |                            |                                      |
| 10/1/23                 |                        |                       |                            |                                      |
| 4/1/24                  |                        |                       |                            |                                      |
| 6/30/24                 |                        |                       |                            |                                      |
| 10/1/24                 |                        |                       |                            |                                      |
| 4/1/25                  |                        |                       |                            |                                      |
| 6/30/25                 |                        |                       |                            |                                      |
| 10/1/25                 |                        |                       |                            |                                      |
| 4/1/26                  |                        |                       |                            |                                      |
| 6/30/26                 |                        |                       |                            |                                      |
| 10/1/26                 |                        |                       |                            |                                      |
| 4/1/27                  |                        |                       |                            |                                      |
| 6/30/27                 |                        |                       |                            |                                      |
| 10/1/27                 |                        |                       |                            |                                      |
| 4/1/28                  |                        |                       |                            |                                      |
| 6/30/28                 |                        |                       |                            |                                      |
| 10/1/28                 |                        |                       |                            |                                      |
| 4/1/29                  |                        |                       |                            |                                      |
| 6/30/29                 |                        |                       |                            |                                      |
| 10/1/29                 |                        |                       |                            |                                      |
| 4/1/30                  |                        |                       |                            |                                      |
| 6/30/30                 |                        |                       |                            |                                      |
| 10/1/30                 |                        |                       |                            |                                      |
| 4/1/31                  |                        |                       |                            |                                      |
| 6/30/31                 |                        |                       |                            |                                      |
| 10/1/31                 |                        |                       |                            |                                      |
| 4/1/32                  |                        |                       |                            |                                      |
| 6/30/32                 |                        |                       |                            |                                      |
| 10/1/32                 |                        |                       |                            |                                      |
| 4/1/33                  |                        |                       |                            |                                      |
| 6/30/33                 |                        |                       |                            |                                      |
| 10/1/33                 |                        |                       |                            |                                      |
| 4/1/34                  |                        |                       |                            |                                      |
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| 4/1/35                  |                        |                       |                            |                                      |
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| 4/1/36                  |                        |                       |                            |                                      |
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| 4/1/37                  |                        |                       |                            |                                      |
| 6/30/37                 |                        |                       |                            |                                      |
| 10/1/37                 |                        |                       |                            |                                      |
| 4/1/38                  |                        |                       |                            |                                      |
| 6/30/38                 |                        |                       |                            |                                      |

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**TOTAL**

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\* Lease Payment Dates are the 5th Business Day immediately preceding each date listed in the schedule.

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# INDENTURE OF TRUST

Dated as of February 1, 2022

between

**UKIAH PUBLIC FINANCING AUTHORITY**

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY,**  
*as Trustee*

*Authorizing the Issuance of*

**\$ \_\_\_\_\_**  
**Ukiah Public Financing Authority**  
**Lease Revenue Bonds, Series 2022**  
**(Capital Projects)**

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## INDENTURE OF TRUST

This INDENTURE OF TRUST (this “Indenture”), dated for convenience as of February 1, 2022, is between the UKIAH PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the “Authority”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, a national banking association organized and existing under the laws of the United States of America, with a corporate trust office in San Francisco, California, being qualified to accept and administer the trusts hereby created (the “Trustee”).

### BACKGROUND:

1. The City is proceeding to reconstruct its corporation yard and construct improvements to various City streets (collectively, the “Project”).

2. In order to provide funds to finance a portion of the costs of the Project, the City has agreed to lease the real property more particularly described in Appendix A attached hereto and by this reference incorporated herein, consisting of streets in the City (the “Leased Property”) to the Authority under a Site Lease dated as of February 1, 2022 (the “Site Lease”), under which the Authority agrees to make an initial rental payment (the “Site Lease Payment”) which is sufficient to provide funds for such purposes.

3. The Authority has authorized the issuance of its Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects) in the aggregate principal amount of \$\_\_\_\_\_ (the “Bonds”) under this Indenture and under the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the “Bond Law”), for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with the Site Lease.

4. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under a Lease Agreement dated as of February 1, 2022 (the “Lease”), under which the City has agreed to pay semiannual Lease Payments as the rental for the Leased Property thereunder.

5. The lease payments made by the City under the Lease have been assigned by the Authority to the Trustee for the security of the Bonds under an Assignment Agreement dated as of February 1, 2022, between the Authority as assignor and the Trustee as assignee.

6. In order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and to secure the payment of the principal thereof, premium (if any) and interest thereon, the Authority has authorized the execution and delivery of this Indenture.

7. The Authority has found and determines, and hereby affirms, that all acts and proceedings required by law necessary to make the Bonds, when executed by the

Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Authority, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Indenture have been in all respects duly authorized.

*A G R E E M E N T :*

In order to secure the payment of the principal of and the interest and redemption premium (if any) on all the Outstanding Bonds under this Indenture according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the Authority and the Trustee do hereby covenant and agree with one another, for the benefit of the respective Owners from time to time of the Bonds, as follows:

## ARTICLE I

### DEFINITIONS; RULES OF CONSTRUCTION

SECTION 1.01. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms defined in Appendix A attached to this Indenture have the respective meanings specified in that Appendix when used in this Indenture.

SECTION 1.02. *Authorization.* Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Indenture, and has taken all actions necessary to authorize the execution hereof by the officers and persons signing it.

SECTION 1.03. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

## ARTICLE II

### THE BONDS

SECTION 2.01. *Authorization of Bonds.* The Authority has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now duly empowered, under each and every requirement of law, to issue the Bonds in the manner and form provided in this Indenture.

The Authority hereby authorizes the issuance of Bonds in the aggregate principal amount of \$\_\_\_\_\_ under the Bond Law for the purposes of providing funds to pay the Site Lease Payment to the City and thereby provide funds to finance the Project. The Bonds are authorized and issued under, and are subject to the terms of, this Indenture and the Bond Law. The Bonds are designated as the "Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects)."

#### SECTION 2.02. *Terms of the Bonds.*

(a) Payment Provisions. The Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof, so long as no Bond has more than one maturity date. The Bonds shall mature on April 1 in each of the years and in the amounts, and bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates, as follows:

| Maturity Date<br><u>(April 1)</u> | Principal<br><u>Amount</u> | Interest<br><u>Rate</u> |
|-----------------------------------|----------------------------|-------------------------|
|-----------------------------------|----------------------------|-------------------------|

Interest on the Bonds is payable from the Interest Payment Date next preceding the date of authentication thereof unless:

- (a) a Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date,
- (b) a Bond is authenticated on or before the first Record Date, in which event interest thereon will be payable from the Closing Date, or
- (c) interest on any Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date.

Interest is payable on each Interest Payment Date to the persons in whose names the ownership of the Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest on any Bond which is not punctually paid or duly provided for on any Interest Payment Date is payable to the person in whose name the ownership of such Bond is registered on the Registration Books at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee, notice of which is given to such Owner by first-class mail not less than 10 days prior to such special record date.

The Trustee will pay interest on the Bonds by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners of the Bonds at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. At the written request of the Owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Trustee as of any Record Date, the Trustee will pay interest on such Bonds on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request, which written request will remain in effect until rescinded in writing by the Owner. The Trustee will pay principal of the Bonds in lawful money of the United States of America by check of the Trustee upon presentation and surrender thereof at the Office of the Trustee.

#### SECTION 2.03. *Transfer and Exchange of Bonds.*

(a) Transfer. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee shall collect from the transferee any tax or other governmental charge on the transfer of any Bonds under this Section 2.03. Whenever any Bond or Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of like series, interest rate, maturity and aggregate principal amount in authorized denominations. The Authority shall pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer of Bonds. Prior to any transfer of a Bond outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to

comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

(b) Exchange. The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations and of the same series, interest rate and maturity. The Trustee shall collect from the transferee any tax or other governmental charge on the exchange of any Bonds under this subsection (b). The Authority shall pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange of Bonds.

(c) Limitations. The Trustee may refuse to transfer or exchange, under the provisions of this Section 2.03, any Bonds selected by the Trustee for redemption under Article IV, or any Bonds during the period established by the Trustee for the selection of Bonds for redemption.

#### SECTION 2.04. *Book-Entry System.*

(a) Original Delivery. The Bonds will be initially delivered in the form of a separate single fully registered bond (which may be typewritten) for each maturity of the Bonds. Upon initial delivery, the Trustee shall register the ownership of each Bond on the Registration Books in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Bonds shall be registered in the name of the Nominee on the Registration Books.

With respect to Bonds the ownership of which shall be registered in the name of the Nominee, the Authority and the Trustee has no responsibility or obligation to any Depository System Participant or to any person on behalf of which the Nominee holds an interest in the Bonds. Without limiting the generality of the immediately preceding sentence, the Authority and the Trustee has no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository System Participant or any other person, other than a Bond Owner as shown in the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed if the Authority elects to redeem the Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than a Bond Owner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest on the Bonds or (v) any consent given or other action taken by the Depository as Owner of the Bonds. The Authority and the Trustee may treat and consider the person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of principal of and premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers of ownership of such Bond, and for all other purposes whatsoever. The Trustee shall pay the principal of and the interest and premium, if any, on the Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than a Bond Owner shall receive a Bond evidencing the obligation of the Authority to make payments of

principal, interest and premium, if any, under this Indenture. Upon delivery by the Depository to the Authority of written notice to the effect that the Depository has determined to substitute a new Nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the Authority shall promptly deliver a copy of the same to the Trustee.

(b) Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the Authority shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the Authority or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Bond Owners. Upon the written acceptance by the Trustee, the Trustee shall agree to take all action reasonably necessary for all representations of the Trustee in such letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of such letter, the Authority may take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. If either (i) the Depository determines not to continue to act as Depository for the Bonds, or (ii) the Authority determines to terminate the Depository as such, then the Authority shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the Authority and the Trustee in the issuance of replacement Bonds by providing the Trustee with a list showing the interests of the Depository System Participants in the Bonds, and by surrendering the Bonds, registered in the name of the Nominee, to the Trustee on or before the date such replacement Bonds are to be issued. The Depository, by accepting delivery of the Bonds, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the Authority fails to identify another Securities Depository to replace the Depository, then the Bonds shall no longer be required to be registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

If the Authority determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Authority may notify the Depository System Participants of the availability of such certificated Bonds through the Depository. In such event, the Trustee will issue, transfer and exchange Bonds as required by the Depository and others in appropriate amounts; and whenever the Depository requests, the Trustee and the Authority shall cooperate with the Depository in taking appropriate action (y) to make available one or more separate certificates evidencing the Bonds to any Depository System Participant having Bonds credited to its account with the Depository, or (z) to arrange for another Securities Depository to maintain custody of a single certificate evidencing such Bonds, all at the Authority's expense.

(d) Payments to the Nominee. Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of and interest and premium, if any, on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

SECTION 2.05. *Registration Books.* The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall upon reasonable notice as agreed to by the Trustee, be open to inspection during regular business hours by the Authority; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as hereinbefore provided.

SECTION 2.06. *Form and Execution of Bonds.* The Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, are set forth in Appendix B attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

The Treasurer of the Authority or other Authorized Representative with authority to do so shall execute, and the Secretary of the Authority shall attest each Bond. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any Bond ceases to be such officer before the Closing Date, such signature will nevertheless be as effective as if the officer had remained in office until the Closing Date. Any Bond may be signed and attested on behalf of the Authority by such persons as at the actual date of the execution of such Bond are the proper officers of the Authority, duly authorized to execute debt instruments on behalf of the Authority, although on the date of such Bond any such person was not an officer of the Authority.

Only those Bonds bearing a certificate of authentication in the form set forth in Appendix B, manually executed and dated by the Trustee, are valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee is conclusive evidence that such Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

SECTION 2.07. *Bonds Mutilated, Lost, Destroyed or Stolen.* If any Bond is mutilated, the Authority, at the expense of the Owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. The Trustee shall cancel every mutilated Bond surrendered to it and deliver such mutilated Bond to, or upon the order of, the Authority. If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory and if indemnity satisfactory to the Trustee is given, the Authority, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the Trustee in connection therewith. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen will constitute an original additional contractual obligation on the part of the Authority whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued under this Indenture.



Notwithstanding any other provision of this Section 2.07, in lieu of delivering a new Bond for which principal has become due for a Bond which has been mutilated, lost, destroyed or stolen, the Trustee may make payment of such Bond in accordance with its terms upon receipt of indemnity satisfactory to the Trustee.

## ARTICLE III

### ISSUANCE OF BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Issuance of the Bonds.* At any time after the execution of this Indenture, the Authority may execute and the Trustee shall authenticate and, upon the Written Request of the Authority, deliver the Bonds to the Original Purchaser upon receipt of payment of the purchase price for the Bonds.

SECTION 3.02. *Application of Proceeds of Sale of Bonds .* Upon the receipt of payment for the Bonds on the Closing Date in the amount of \$\_\_\_\_\_ (representing the aggregate principal amount thereof (\$\_\_\_\_\_), plus original issuance premium of \$\_\_\_\_\_, less an Underwriter's discount of \$\_\_\_\_\_), the Trustee shall deposit the proceeds thereof into a temporary account, which shall be disbursed in full on the Closing Date (whereupon said temporary account shall be closed) as follows:

- (a) The Trustee shall wire transfer to the City the amount of \$\_\_\_\_\_, constituting the remainder of such proceeds, to be held by the City in the Project Fund.
- (b) The Trustee shall deposit the amount of \$\_\_\_\_\_ into the Reserve Fund.
- (c) The Trustee shall deposit the amount of \$\_\_\_\_\_ into the Costs of Issuance Fund.

SECTION 3.03. *Establishment and Application of Costs of Issuance Fund.* The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Costs of Issuance Fund" into which the Trustee shall deposit a portion of the proceeds of sale of the Bonds under Section 3.02(c). The Trustee shall disburse amounts in the Costs of Issuance Fund from time to time to pay the Costs of Issuance upon submission of a Written Requisition of the Authority stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. The Trustee may conclusively rely on such Written Requisitions and shall be fully protected in relying thereon. On 120 days following issuance of the Bonds, or upon the earlier Written Request of the Authority, the Trustee shall transfer all amounts remaining in the Costs of Issuance Fund to the Bond Fund and shall thereupon close the Costs of Issuance Fund.

SECTION 3.04. *Establishment and Application of Project Fund.* There is hereby established in trust a special fund designated the "Project Fund," which will be held by the Trustee and which will be kept separate and apart from all other funds and moneys held by the Trustee into which the Trustee shall deposit a portion of the proceeds of sale of the Bonds under Section 3.02(b). The Trustee shall disburse amounts in the Project Fund from time to time to pay the Project Costs upon submission of a Written Requisition of the Authority stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. The Trustee may conclusively rely on such Written Requisitions and shall be fully protected in relying thereon.

Upon the receipt of a Written Certificate of the City stating that the Project has been completed and that no further amounts are required to be disbursed from the Project Fund to pay Project Costs, the Trustee will close the Project Fund and transfer any remaining amounts to the Principal Account of the Bond Fund, to be applied as a credit towards the Lease Payments next coming due and payable.

SECTION 3.05. *Validity of Bonds.* The recital contained in the Bonds that the same are issued under the laws of the State of California shall be conclusive evidence of their validity and of compliance with the provisions of law in their issuance.

## ARTICLE IV

### REDEMPTION OF BONDS

#### SECTION 4.01. *Terms of Redemption.*

(a) Optional Redemption. The Bonds maturing on or before April 1, 2029, are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after April 1, \_\_\_\_\_, are subject to redemption in whole, or in part at the election of the Authority among maturities on such basis as shall be designated by the Authority and by lot within a maturity, at the option of the Authority, on any date on or after April 1, \_\_\_\_\_, from any available source of funds, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

The Authority shall give the Trustee written notice of its intention to redeem Bonds under Section 4.01(a) and Section 4.01(c), and the manner of selecting such Bonds for redemption from among the maturities thereof, in sufficient time to enable the Trustee to give notice of such redemption in accordance with Section 4.03.

(b) The Term Bonds are subject to mandatory redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on April 1 in the respective years as set forth in the following table; provided, however, that if some but not all of such Term Bonds have been redeemed pursuant to an optional redemption or special mandatory redemption from insurance or condemnation proceeds, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of \$5,000 (as set forth in a schedule provided by the Authority to the Trustee).

#### Term Bonds Maturing April 1, \_\_\_\_\_

| Sinking Fund<br>Redemption Date<br>(April 1) | Principal Amount<br>To Be Redeemed |
|----------------------------------------------|------------------------------------|
| _____                                        | _____                              |

(maturity)

(c) Extraordinary Mandatory Redemption. The Bonds are subject to mandatory redemption prior to maturity in whole or in part among maturities as determined by the Authority, on any date, at a redemption price equal to 100% of the principal amount thereof to be redeemed (plus accrued but unpaid interest to the redemption date), without premium, from Net Proceeds received under Section 5.5 of the Lease Agreement and from amounts deposited in the Insurance and Condemnation Fund pursuant to Section 5.07 hereof, and any other funds available for such purpose under this Indenture.

SECTION 4.02. *Selection of Bonds for Redemption.* Whenever provision is made in this Indenture for the redemption of less than all of the Bonds, the Bonds shall be selected for redemption on a pro-rata basis among outstanding maturities or as otherwise directed by the Authority. For purposes of such selection, the Trustee shall treat each Bond as consisting of separate \$5,000 portions and each such portion shall be subject to redemption as if such portion were a separate Bond.

SECTION 4.03. *Notice of Redemption; Rescission.* The Trustee shall mail notice of redemption of the Bonds by first class mail, postage prepaid, not less than 20 nor more than 60 days before any redemption date, to the respective Owners of any Bonds designated for redemption at their addresses appearing on the Registration Books and to one or more Securities Depositories and to the Information Services. Each notice of redemption shall state the date of the notice, the redemption date, the place or places of redemption, whether less than all of the Bonds (or all Bonds of a single maturity) are to be redeemed, the CUSIP numbers and (in the event that not all Bonds within a maturity are called for redemption) Bond numbers of the Bonds to be redeemed and the maturity or maturities of the Bonds to be redeemed, and in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on the redemption date there will become due and payable on each of said Bonds the redemption price thereof, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered. Neither the failure to receive any notice nor any defect therein shall affect the sufficiency of the proceedings for such redemption or the cessation of accrual of interest from and after the redemption date. Notice of redemption of Bonds shall be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

The Authority has the right to rescind any notice of the redemption of Bonds under Section 4.01(a) by written notice to the Trustee on or prior to the dated fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default. The Authority and the Trustee have no liability to the Bond Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

SECTION 4.04. *Partial Redemption of Bonds.* Upon surrender of any Bonds redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered.

SECTION 4.05. *Effect of Redemption.* Notice of redemption having been duly given as aforesaid, and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, including any applicable premium, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption shall become due and payable, interest on the Bonds so called for redemption shall cease to accrue, said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture, and the Owners of said Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

All Bonds redeemed under the provisions of this Article shall be canceled by the Trustee upon surrender thereof and destroyed in accordance with the retention policy of the Trustee then in effect.

## ARTICLE V

### REVENUES; FUNDS AND ACCOUNTS; PAYMENT OF PRINCIPAL AND INTEREST

#### SECTION 5.01. *Security for the Bonds; Bond Fund.*

(a) Pledge of Revenues and Other Amounts. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Revenues and all amounts (including proceeds of the sale of the Bonds) held in any fund or account established under this Indenture are hereby pledged to secure the payment of the principal of and interest and premium (if any) on the Bonds in accordance with their terms and the provisions of this Indenture. Said pledge constitutes a lien on and security interest in the Revenues and such amounts and shall attach, be perfected and be valid and binding from and after the Closing Date, without the need for any physical delivery thereof or further act.

(b) Assignment to Trustee. Under the Assignment Agreement, the Authority has transferred to the Trustee all of the rights of the Authority in the Lease (other than the rights of the Authority under Sections 4.5, 5.10, 7.3 and 8.4 thereof). The Trustee is entitled to collect and receive all of the Revenues, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. The Trustee is also entitled to and shall, subject to the provisions of Article VIII, take all steps, actions and proceedings which the Trustee determines to be reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City under the Lease.

(c) Deposit of Revenues in Bond Fund. All Revenues shall be promptly deposited by the Trustee upon receipt thereof in a special fund designated as the "Bond Fund" which the Trustee shall establish, maintain and hold in trust; except that all moneys received by the Trustee and required hereunder or under the Lease to be deposited in the Redemption Fund or the Insurance and Condemnation Fund shall be promptly deposited in such funds. All Revenues deposited with the Trustee shall be held, disbursed, allocated and applied by the Trustee only as provided in this Indenture. Any surplus remaining in the Bond Fund, after payment in full of (i) the principal of and interest on the Bonds or provision therefore under Article X, and (ii) any applicable fees and expenses to the Trustee, shall be withdrawn by the Trustee and remitted to the City.

SECTION 5.02. *Allocation of Revenues.* On or before each Interest Payment Date, the Trustee shall transfer from the Bond Fund and deposit into the following respective accounts (each of which the Trustee shall establish and maintain within the Bond Fund), the following amounts in the following order of priority:

- (a) Deposit to Interest Account. The Trustee shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to be at least equal to the amount of interest becoming due and payable on such Interest Payment Date on all Bonds then Outstanding.
- (b) Deposit to Principal Account. The Trustee shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds coming due and payable on such Interest Payment Date.

SECTION 5.03. *Application of Interest Account.* All amounts in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it comes due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

SECTION 5.04. *Application of Principal Account.* All amounts in the Principal Account shall be used and withdrawn by the Trustee solely to pay the principal amount of the Bonds at their respective maturity dates.

SECTION 5.05. *Reserve Fund.* The Trustee shall establish a special fund designated as the "Reserve Fund" to be held by the Trustee in trust for the benefit of the Authority and the Owners of the Bonds, and applied solely as provided herein. Moneys in the Reserve Fund in the amount of the Reserve Requirement as calculated from time to time shall be held in trust as a reserve for the payment when due of the Lease Payments on behalf of the Authority. The Authority may replace moneys in the Reserve Fund may be replaced by a Qualified Reserve Fund Credit Instrument at any time.

In the event the Reserve Fund is at any time maintained in cash rather than in the form of a Qualified Reserve Fund Credit Instrument, the Trustee shall retain in the Reserve Fund all earnings on the investment of amounts therein to the extent required to maintain the full amount of the Reserve Requirement on deposit in the Reserve Fund. All amounts on deposit in the Reserve Fund in excess of the Reserve Requirement as calculated from time to time, and all amounts derived from the investment of amounts in the Reserve Fund which are not required to be retained therein to maintain the Reserve Requirement, shall be transferred by the Trustee to the Bond Fund semiannually on the sixth (6th) Business Day prior to each Interest Payment Date.

(b) Application of Reserve Fund. If five (5) Business Days prior to any Interest Payment Date the moneys available in the Bond Fund do not equal the amount of the Lease Payment then coming due and payable, the Trustee shall apply the moneys available in the Reserve Fund to make such payments on behalf of the Authority by transferring the amount necessary for this purpose to the Bond Fund.

If there is no Qualified Reserve Fund Credit Instrument, then the Trustee shall apply the moneys available in the Reserve Fund to make such payments on behalf of the Authority by transferring the amount necessary for this purpose to the Bond Fund. Upon receipt of any delinquent Lease Payment with respect to which moneys have been advanced from the Reserve Fund, such Lease Payment shall be deposited in the Reserve Fund as needed to provide the Reserve Requirement, to the extent of such advance.

If on any Interest Payment Date, the moneys on deposit in the Reserve Fund and the Bond Fund are sufficient to pay or prepay all Outstanding Bonds, including all principal, interest and prepayment premiums (if any) thereon, the Trustee shall, upon the written request of the Authority, transfer all amounts then on deposit in the Reserve Fund to the Bond Fund to be applied for such purpose to the payment of the Lease Payments on behalf of the Authority. Any amounts remaining in the Reserve Fund (including any account therein) on the date of payment in full, or provision for such payment as provided in Section 10.01, of all obligations represented by the Outstanding Bonds and upon all amounts then due and owing to the Trustee, shall be withdrawn by the Trustee and at the written request of the Authority applied towards such payment or paid to the Authority.

SECTION 5.06. *Application of Redemption Fund.* The Trustee shall establish and maintain the Redemption Fund, into which the Trustee shall deposit a portion of the Revenues received, in accordance with a Written Request of the Authority, amounts in which shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and premium (if any) of the Bonds to be redeemed under Section 4.01(a) or (c); *provided, however*, that at any time prior to the selection of Bonds for redemption, the Trustee may apply such amounts to the purchase of Bonds at public or private sale, when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as shall be directed under a Written Request of the Authority, except that the purchase price (exclusive of accrued interest) may not exceed the redemption price then applicable to the Bonds. The Trustee shall be entitled to conclusively rely on any Written Request of the Authority received under this Section, and shall be fully protected in relying thereon.

SECTION 5.07. *Insurance and Condemnation Fund.*

(a) Establishment of Fund. Upon the receipt of proceeds of insurance or eminent domain with respect to the Leased Property, the Trustee shall establish and maintain an Insurance and Condemnation Fund, to be held and applied as hereinafter set forth in this Section 5.07.

(b) Deposit of Proceeds. Any Net Proceeds of insurance and eminent domain awards with respect to the Leased Property collected by the City or the Authority in accordance with Article VI of the Lease will be deposited by the Trustee promptly upon receipt thereof in the Insurance and Condemnation Fund.

(c) Application of Proceeds. Net Proceeds deposited in the Insurance and Condemnation Fund will be used, as directed by the City, either (i) to replace, repair, restore, modify or improve the Leased Property if the City determines that such is economically feasible or in the best interests of the City, or (ii) to the extent not so used, to prepay the Lease Payments on the next optional prepayment date, and thereby redeem outstanding Bonds pursuant to optional redemption.

Any proceeds of an insurance or eminent domain award deposited in the Insurance and Condemnation Fund to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property by the City, or to replace any Leased Property taken in eminent domain proceedings, shall be applied upon receipt of a Written Request of the City which: (i) states with respect to each payment to be made (A) the requisition number, (B) the name and address of the

person to whom payment is due, (C) the amount to be paid and (D) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund and has not been the basis of any previous withdrawal; and (ii) specifies in reasonable detail the nature of the obligation. Any balance of the proceeds remaining after such work has been completed as certified by the City under a Written Certificate to the Trustee shall be paid to the City. The Trustee shall be entitled to conclusively rely on any Written Request or Written Certificate received under this subsection (c) of this Section 5.07 and in each case, shall be fully protected in relying thereon.

Notwithstanding the foregoing, however, in the event of condemnation, damage or destruction of the Leased Property in full, the Net Proceeds of such insurance are required to be used by the City to redeem the Bonds in full; except that, if such proceeds and other amounts available under this Indenture are not sufficient to redeem outstanding Bonds in full, the City is required to rebuild or replace the Leased Property.

SECTION 5.08. *Investments.* All moneys in any of the funds or accounts established with the Trustee under this Indenture shall be invested by the Trustee solely in Permitted Investments. Such investments shall be directed by the Authority in a Written Request of the Authority filed with the Trustee at least two Business Days in advance of the making of such investments. In the absence of any such directions from the Authority, the Trustee shall hold such funds uninvested. Permitted Investments purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. To the extent Permitted Investments are registrable, such Permitted Investments must be registered in the name of the Trustee.

All amounts in any of the funds or accounts established with the City under this Indenture shall be invested by the City solely in investments which are authorized for the investment of such funds under the applicable laws of the State of California and under the adopted investment policy of the City.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the Bond Fund, *provided, however*, that earnings on the investment of the amount in the Project Fund shall be retained therein. For purposes of acquiring any investments hereunder, the Trustee may commingle funds held by it hereunder. The Trustee or any of its affiliates may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made under this Section 5.08.

The Trustee may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate. The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder. The Trustee is hereby authorized, in making or disposing of any investment permitted by this Section, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or is dealing as a principal for its own account.

The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive



brokerage confirmations of security transactions as they occur, the Authority will not receive such confirmations to the extent permitted by law. The Trustee will furnish the Authority a periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

Except as otherwise provided hereunder or agreed in writing among the parties hereto, the Authority shall retain the authority to institute, participate and join in any plan or reorganization, readjustment, merger or consolidation with respect to the issuer of any securities held hereunder, and, in general, to exercise each and every other power or right with respect to each such asset or investment as individuals generally have and enjoy with respect to their own assets and investment, including power to vote upon any securities.

Unless the Authority notifies the Trustee otherwise in writing, the Trustee will provide the obligatory information to the registrant/issuer of any U.S. securities upon their request. Any objection will apply to all securities held in any trust account now and in the future unless the Authority notifies the Trustee in writing of such objection.

#### SECTION 5.09. *Valuation and Disposition of Investments.*

(a) Except as otherwise provided in subsection (b) of this Section, the Authority covenants that all investments of amounts deposited in any fund or account created by or under this Indenture, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Tax Code) shall be acquired, disposed of and valued (as of the date that valuation is required by this Indenture or the Tax Code) at the Fair Market Value thereof as such term is defined in subsection (d) below. The Trustee shall have no duty in connection with the determination of Fair Market Value other than to follow the investment directions of the Authority in any Written Request of the Authority.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code shall be valued at cost thereof, (consisting of present value thereof within the meaning of Section 148 of the Tax Code); provided that the Authority shall inform the Trustee which funds are subject to a yield restriction.

(c) Except for any funds or accounts described in subsection (b), for the purpose of determining the amount in any fund or account established hereunder, the value of Permitted Investments credited to such fund shall be valued by the Trustee at least annually on or before January 1. The Trustee may sell or present for redemption, any Permitted Investment so purchased by the Trustee whenever it is necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from any such Permitted Investment.

(d) For purposes of this Section 5.09, the term "Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an

agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security -- State and Local Government Series which is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is any commingled investment fund in which the Authority and related parties do not own more than a 10% beneficial interest therein if the return paid by the fund is without regard to the source of the investment. To the extent required by the applicable regulations under the Tax Code, the term "investment" will include a hedge.

(e) To the extent of any valuations made by the Trustee hereunder, the Trustee may utilize and rely upon computerized securities pricing services that may be available to it, including those available through its regular accounting system.

## ARTICLE VI

### COVENANTS OF THE AUTHORITY

SECTION 6.01. *Punctual Payment.* The Authority shall punctually pay or cause to be paid the principal of and interest and premium (if any) on all the Bonds in strict conformity with the terms of the Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of the Revenues, and other amounts pledged for such payment as provided in this Indenture.

SECTION 6.02. *Extension of Payment of Bonds.* The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which have not been so extended. Nothing in this Section 6.02 limits the right of the Authority to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance does not constitute an extension of maturity of the Bonds.

SECTION 6.03. *Against Encumbrances.* The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Revenues and other assets pledged or assigned under this Indenture while any of the Bonds are Outstanding, except the pledge and assignment created by this Indenture. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, and reserves the right to issue other obligations for such purposes.

SECTION 6.04. *Power to Issue Bonds and Make Pledge and Assignment.* The Authority is duly authorized under law to issue the Bonds and to enter into this Indenture and to pledge and assign the Revenues and other amounts purported to be pledged and assigned, respectively, under this Indenture and under the Assignment Agreement in the manner and to the extent provided in this Indenture and the Assignment Agreement. The Bonds and the provisions of this Indenture are and will be the legal, valid and binding special obligations of the Authority in accordance with their terms, and the Authority and the Trustee shall at all times, subject to the provisions of Article VIII and to the extent permitted by law, defend, preserve and protect said pledge and assignment of Revenues and other assets and all the rights of the Bond Owners under this Indenture against all claims and demands of all persons whomsoever.

SECTION 6.05. *Accounting Records.* The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which accurate entries shall be made of all transactions made by it relating to the proceeds of Bonds and all funds and accounts established under this Indenture. The Trustee shall make such books of record and account available for inspection by the Authority and the City, during business hours, upon reasonable notice, and under reasonable circumstances.

SECTION 6.06. *Limitation on Additional Obligations.* The Authority covenants that no additional bonds, notes or other indebtedness shall be issued or incurred which are payable out of the Revenues in whole or in part.

SECTION 6.07. *Tax Covenants.*

(a) Private Business Use Limitation. The Authority shall assure that the proceeds of the Bonds are not used in a manner which would cause the Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The Authority may not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The Authority may not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Bonds or of any other obligations which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code.

(d) Maintenance of Tax Exemption. The Authority shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The Authority shall calculate or cause to be calculated all amounts of excess investment earnings with respect to the Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, at the times and in the manner required under the Tax Code. The Authority shall pay when due an amount equal to excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, such payments to be made from amounts paid by the City for that purpose under Section 4.5(d) of the Lease. The Authority shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Bonds, records of the determinations made under this subsection (e).

(f) Record Retention. Without limiting the requirements of subsection (e) above, the Authority will retain its records of all accounting and monitoring it carries out with respect to the Bonds for at least 3 years after the Bonds mature or are redeemed (whichever is earlier); however, if the Bonds are redeemed and refunded, the Authority will retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the obligations that refunded the Bonds.

(g) Compliance with Tax Certificate. The Authority will comply with the provisions of the Tax Certificate and the Use of Proceeds Certificate with respect to the Bonds, which are incorporated herein as if fully set forth herein. The covenants of this Section will survive payment in full or defeasance of the Bonds.

SECTION 6.08. *Enforcement of Lease.* The Trustee shall promptly collect all amounts (to the extent any such amounts are available for collection) due from the City

under the Lease. Subject to the provisions of Article VIII, the Trustee shall enforce, and take all steps, actions and proceedings which the Trustee determines to be reasonably necessary for the enforcement of all of its rights thereunder as assignee of the Authority and for the enforcement of all of the obligations of the City under the Lease.

SECTION 6.09. *Waiver of laws.* The Authority shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the Authority to the extent permitted by law.

SECTION 6.10. *Further Assurances.* The Authority shall make, execute and deliver any and all such further indentures, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Indenture.

SECTION 6.11. *Maintenance of Existence.* The Authority shall maintain its existence as a joint exercise of powers agency while any Bonds are Outstanding, including by substituting a new member for the Successor Agency to the Redevelopment Agency of the City of Desert Hot Springs if determined to be necessary for compliance with this covenant..

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01. *Events of Default.* The following events constitute Events of Default hereunder:

- (a) Failure to pay any installment of the principal of any Bonds when due, whether at maturity as therein expressed, by proceedings for redemption, by acceleration, or otherwise.
- (b) Failure to pay any installment of interest on the Bonds when due.
- (c) Failure by the Authority to observe and perform any of the other covenants, agreements or conditions on its part contained in this Indenture or in the Bonds, if such failure has continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, has been given to the Authority by the Trustee; provided, however, if in the reasonable opinion of the Authority the failure stated in the notice can be corrected, but not within such 30-day period, such failure shall not constitute an Event of Default if the Authority institutes corrective action within such 30-day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.
- (d) The commencement by the Authority of a voluntary case under Title 11 of the United States Code or any substitute or successor statute.
- (e) The occurrence and continuation of an event of default under and as defined in the Lease.

SECTION 7.02. *Remedies Upon Event of Default.* If any Event of Default occurs, then, and in each and every such case during the continuance of such Event of Default, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then outstanding, and upon being indemnified to its satisfaction therefor, the Trustee shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it deems most effectual to protect and enforce any such right, at law or in equity, including but not limited to enforcement of any and all rights granted to the Authority or the Trustee under the Lease.

Any such declaration is subject to the condition that if, at any time after such declaration and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Authority deposits with the Trustee a sum sufficient to pay all the principal of and installments of interest on the Bonds payment of which is overdue, with interest on such overdue principal at the rate borne by the respective Bonds to the extent permitted by law, and the reasonable fees, charges and expenses (including those of its legal counsel, including the allocated costs of internal attorneys) of the Trustee, and any and all other Events of Default known to the Trustee (other than in the payment

of principal of and interest on the Bonds due and payable solely by reason of such declaration) have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate has been made therefor, then, and in every such case, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the Authority, the City and the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences and waive such Event of Default; but no such rescission and annulment shall extend to or shall affect any subsequent Event of Default, or shall impair or exhaust any right or power consequent thereon.

SECTION 7.03. *Application of Revenues and Other Funds After Default.* If an Event of Default occurs and is continuing, all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of this Indenture shall be applied by the Trustee in the following order of priority:

- (a) To the payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its legal counsel including outside counsel and the allocated costs of internal attorneys and fees and expenses of its agents and advisors) incurred in and about the performance of its powers and duties under this Indenture;
- (b) To the payment of the principal of and interest then due on the Bonds (upon presentation of the Bonds to be paid, and stamping or otherwise noting thereon of the payment if only partially paid, or surrender thereof if fully paid) in accordance with the provisions of this Indenture, as follows:

*First:* To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference;

*Second:* To the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by acceleration or redemption, with interest on the overdue principal at the rate borne by the respective Bonds (to the extent permitted by law), and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference; and

SECTION 7.04. *Trustee to Represent Bond Owners.* The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as

trustee and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Owners under the provisions of the Bonds, this Indenture and applicable provisions of any law. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Owners of such Bonds, subject to the provisions of this Indenture.

SECTION 7.05. *Limitation on Bond Owners' Right to Sue.* Notwithstanding any other provision hereof, no Owner of any Bonds has the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Lease or any other applicable law with respect to such Bonds, unless (a) such Owner has given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding have requested the Trustee in writing to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) such Owner or Owners have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (d) the Trustee has failed to comply with such request for a period of 60 days after such written request has been received by, and said tender of indemnity has been made to, the Trustee; and (e) no direction inconsistent with such written request has been given to the Trustee during such 60 day period by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, this Indenture, the Lease or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Indenture.

SECTION 7.06. *Absolute Obligation of Board.* Nothing herein or in the Bonds contained affects or impairs the obligation of the Authority, which is absolute and unconditional, to pay the principal of and interest and premium (if any) on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, or upon acceleration or call for redemption, as herein provided, but only out of the Revenues and other assets herein pledged therefor, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

SECTION 7.07. *Termination of Proceedings.* In case any proceedings taken by the Trustee or by any one or more Bond Owners on account of any Event of Default have been discontinued or abandoned for any reason or have been determined adversely to the Trustee or the Bond Owners, then in every such case the Authority, the Trustee and the Bond Owners, subject to any determination in such proceedings, shall be restored to



their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the Authority, the Trustee and the Bond Owners shall continue as though no such proceedings had been taken.

SECTION 7.08. *Remedies Not Exclusive.* No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

SECTION 7.09. *No Waiver of Default.* No delay or omission of the Trustee or any Owner of the Bonds to exercise any right or power arising upon the occurrence of any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient by the Trustee or the Bond Owners.

SECTION 7.10. *Notice to the Bond Owners of Default.* Upon becoming aware of the occurrence of an Event of Default, but in no event later than five Business Days following becoming aware of such occurrence, the Trustee shall give written notice thereof by first class mail, postage prepaid, to the Owner of each Outstanding Bond, unless such Event of Default has been cured before the giving of such notice; *provided, however* that except in the case of an Event of Default described in Sections 7.01(a) or 7.01(b), the Trustee may elect not to give such notice to the Bond Owners if and so long as the Trustee in good faith determines that it is in the best interests of the Bond Owners not to give such notice.

## ARTICLE VIII

### THE TRUSTEE

#### SECTION 8.01. *Duties, Immunities and Liabilities of Trustee.*

(a) The Trustee shall, prior to the occurrence of an Event of Default, and after the curing or waiving of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or duties will be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a reasonable corporate trustee would exercise or use.

(b) The City may remove the Trustee at any time, and shall remove the Trustee (i) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or (ii) if at any time (A) the Trustee ceases to be eligible in accordance with subsection (e) of this Section 8.01, (B) becomes incapable of acting, (C) is adjudged a bankrupt or insolvent, (D) a receiver of the Trustee or its property is appointed, or (E) any public officer takes control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. The City may accomplish such removal by giving 30 days written notice to the Trustee, whereupon the City will appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign and be discharged from its duties and obligations hereunder by giving written notice of such resignation to the Authority and the City, and by giving the Bond Owners notice of such resignation by electronic notice.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee becomes effective upon acceptance of appointment by the successor Trustee. If no successor Trustee has been appointed and accepted appointment within 30 days following giving notice of removal or notice of resignation as aforesaid, the resigning Trustee, at the expense of the City, or any Owner (on behalf of such Owner and all other Owners) may petition any federal or state court for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the City and to its predecessor Trustee a written acceptance thereof, and to the predecessor Trustee an instrument indemnifying the predecessor Trustee for any costs or claims arising during the time the successor Trustee serves as Trustee hereunder, and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless, upon the receipt by the predecessor Trustee of the Request of the City or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as

may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the City will execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the City will mail or cause the successor Trustee to mail, by first class mail postage prepaid, a notice of the succession of such Trustee to the trusts hereunder to each rating agency which then maintains a rating on the Bonds and to the Owners at the addresses shown on the Registration Books. If the City fails to mail such notice within 15 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the City.

(e) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall (i) be a company or bank having trust powers, (ii) have a corporate trust office in the State of California, (iii) have (or be part of a bank holding company system whose bank holding company has) a combined capital and surplus of at least \$50,000,000, and (iv) be subject to supervision or examination by federal or state authority.

If such bank or company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or company is deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in subsection (c) of this Section.

SECTION 8.02. *Merger or Consolidation.* Any bank or company into which the Trustee may be merged or converted or with which either of them may be consolidated or any bank or company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank or company shall be eligible under subsection (e) of Section 8.01, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

#### SECTION 8.03. *Liability of Trustee.*

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the City, and the Trustee assumes no responsibility for the correctness of the same, nor does it have any liability whatsoever therefor, nor does it make any representations as to the validity or sufficiency of this Indenture or of the Bonds nor does it incur any responsibility in respect thereof, other than as expressly stated herein. The Trustee is, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee is not liable for the acts of any agents of the Trustee selected by it with due care. The Trustee may become the Owner of Bonds with the same rights it would have if they were

not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding. The Trustee, either as principal or agent, may engage in or be entrusted in any financial or other transaction with the City.

(b) The Trustee is not liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(c) The Trustee is not liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, except for actions arising from the negligence or willful misconduct of the Trustee. The permissive right of the Trustee to do things enumerated hereunder shall not be construed as a mandatory duty.

(d) The Trustee will not be deemed to have knowledge of any Event of Default hereunder unless and until a responsible officer of the Trustee has actual knowledge thereof, or unless and until a responsible officer of the Trustee has received written notice thereof at its Office. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default hereunder or thereunder. The Trustee shall not be responsible for the City's payment of principal and interest on the Bonds, the City's observance or performance of any other covenants, conditions or terms contained herein, or the validity or effectiveness of any collateral given to or held by it. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, the Trustee is not responsible for reviewing the contents of any financial statements furnished to the Trustee and may rely conclusively on the Certificate of the City accompanying such financial statements to establish the City's compliance with its financial covenants hereunder.

(e) No provision in this Indenture requires the Trustee to risk or expend its own funds or otherwise incur any financial liability hereunder. The Trustee is entitled to receive interest on any moneys advanced by it hereunder, at the maximum rate permitted by law.

(f) The Trustee may establish additional accounts or subaccounts of the funds established hereunder as the Trustee deems necessary or prudent in furtherance of its duties under this Indenture.

(g) The Trustee has no responsibility or liability whatsoever with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, nor shall the Trustee have any obligation to review any such material, and any such review by the Trustee will not be deemed to create any obligation, duty or liability on the part of the Trustee.

(h) Before taking any action under Article VIII hereof the Trustee may require indemnity satisfactory to the Trustee be furnished to it to hold the Trustee harmless from any expenses whatsoever and to protect it against any liability it may incur hereunder.

(i) The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

(j) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

(k) The Trustee may execute any of the trusts or powers hereof and perform any of its duties through attorneys, agents and receivers and shall not be answerable for the conduct of the same if appointed by it with reasonable care.

(l) The Trustee will not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy or terrorists, acts of a government, acts of civil or military authority, acts of the other party, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to any project refinanced with the proceeds of the Bonds, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

(m) The Trustee shall not be accountable for the use or application by the Borrower of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or for the use and application of money received by any paying agent.

(n) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City, whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit

such Instructions to the Trustee and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. The Trustee may rely conclusively upon the investment direction of the District as to the suitability and legality of the directed investments.

SECTION 8.04. *Right to Rely on Documents.* The Trustee is protected in acting upon any notice, resolution, requisition, request, consent, order, certificate, report, opinion or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, including, without limitation, Bond Counsel or other counsel of or to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith.

The Trustee is not bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and such person's title thereto is established to the satisfaction of the Trustee.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the City, which shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate, but in its discretion the Trustee may (but has no duty to), in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable. The Trustee may conclusively rely on any certificate or report of any Independent Accountant appointed by the City.

SECTION 8.05. *Preservation and Inspection of Documents.* The Trustee shall retain in its possession all documents received by it under the provisions of this Indenture, which are subject during normal business hours, and upon reasonable prior written notice, to the inspection of the City and any Owner, and their agents and representatives duly authorized in writing.

SECTION 8.06. *Compensation and Indemnification.* Absent any agreement to the contrary, the City shall pay to the Trustee from time to time compensation for all services

rendered under this Indenture and also all expenses, charges, legal and consulting fees and other disbursements and those of its attorneys (including any allocated costs of internal counsel), agents and employees, incurred in and about the performance of its powers and duties under this Indenture.

The City further covenants to indemnify the Trustee and its officers, directors, agents and employees, against any loss, expense (including legal fees and expenses), suits, claims, judgments, damages and liabilities, whether or not litigated, which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability and of enforcing any remedies hereunder and under any related documents, but excluding any and all losses, expenses and liabilities which are due to the negligence or willful misconduct of the Trustee, its officers, directors, agents or employees. The obligations of the City under this Section 8.06 shall survive resignation or removal of the Trustee under this Indenture and payment of the Bonds and discharge of this Indenture.

When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Upon an Event of Default, and only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of and premium, if any, and interest on any Bond, upon the trust estate for the foregoing fees, charges and expenses incurred by it.

**SECTION 8.07. *Accounting Records and Financial Statements.*** The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of the Bonds and all funds and accounts established and held by the Trustee under this Indenture. Such books of record and account shall be available for inspection by the City at reasonable hours, during regular business hours, with reasonable prior notice and under reasonable circumstances. The Trustee shall furnish to the City, at least semiannually, an accounting (which may be in the form of its customary account statements) of all transactions relating to the proceeds of the Bonds and all funds and accounts held by the Trustee under this Indenture.

## ARTICLE IX

### MODIFICATION OR AMENDMENT HEREOF

#### SECTION 9.01. *Amendments Permitted.*

(a) Amendments With Bond Owner Consent. This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds and of the Trustee may be modified or amended from time to time and at any time by Supplemental Indenture, which the Authority and the Trustee may enter into when the written consents of the Owners of a majority in aggregate principal amount of all Bonds then Outstanding are filed with the Trustee. No such modification or amendment may (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or extend the time of payment, or change the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or permit the creation of any lien on the Revenues and other assets pledged under this Indenture prior to or on a parity with the lien created by this Indenture except as permitted herein, or deprive the Owners of the Bonds of the lien created by this Indenture on such Revenues and other assets (except as expressly provided in this Indenture), without the consent of the Owners of all of the Bonds then Outstanding. It is not necessary for the consent of the Bond Owners to approve the particular form of any Supplemental Indenture, but it is sufficient if such consent approves the substance thereof.

(b) Amendments Without Owner Consent. This Indenture and the rights and obligations of the Authority, of the Trustee and the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority and the Trustee may enter into without the consent of any Bond Owners, if the Trustee has been furnished an opinion of counsel that the provisions of such Supplemental Indenture shall not materially adversely affect the interests of the Owners of the Bonds, including, without limitation, for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the Authority in this Indenture contained, other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Authority;
- (ii) to cure any ambiguity, inconsistency or omission, or to cure or correct any defective provision, contained in this Indenture, or in regard to matters or questions arising under this Indenture, as the Authority deems necessary or desirable, provided that such modification or amendment does not materially adversely affect the interests of the Bond Owners, in the opinion of Bond Counsel filed with the Trustee;
- (iii) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939,



as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute;

- (iv) to facilitate the issuance of additional obligations which are payable from additional rental payments under the Lease; or
- (v) to modify, amend or supplement this Indenture in such manner as to assure that the interest on the Bonds remains excluded from gross income under the Tax Code.

(c) Limitation. The Trustee is not obligated to enter into any Supplemental Indenture authorized by subsections (a) or (b) of this Section 9.01 which materially adversely affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

(d) Bond Counsel Opinion Requirement. Prior to the Trustee entering into any Supplemental Indenture hereunder, the Authority shall deliver to the Trustee an opinion of Bond Counsel stating, in substance, that such Supplemental Indenture has been adopted in compliance with the requirements of this Indenture.

(e) Notice of Amendments. The Authority shall deliver or cause to be delivered a draft of any Supplemental Indenture to each rating agency which then maintains a rating on the Bonds, at least 10 days prior to the effective date of such Supplemental Indenture under this Section 9.01.

SECTION 9.02. *Effect of Supplemental Indenture.* Upon the execution of any Supplemental Indenture under this Article IX, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.03. *Endorsement of Bonds; Preparation of New Bonds.* Bonds delivered after the execution of any Supplemental Indenture under this Article may, and if the Authority so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand on the Owner of any Bonds Outstanding at the time of such execution and presentation of his Bonds for the purpose at the Office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation shall be made on such Bonds. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the Authority, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the Authority and authenticated by the Trustee, and upon demand on the Owners of any Bonds then Outstanding shall be exchanged at the Office of the Trustee, without cost to any Bond Owner, for Bonds then Outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amount of the same maturity.

SECTION 9.04. *Amendment of Particular Bonds.* The provisions of this Article IX do not prevent any Bond Owner from accepting any amendment as to the particular Bonds held by such Owner.

## ARTICLE X

### DEFEASANCE

SECTION 10.01. *Discharge of Indenture.* Any or all of the Outstanding Bonds may be paid by the Authority in any of the following ways, provided that the Authority also pays or causes to be paid any other sums payable hereunder by the Authority:

- (a) by paying or causing to be paid the principal of and interest on such Bonds, as and when the same become due and payable;
- (b) by depositing with the Trustee or an escrow agent, at or before maturity, money or securities in the necessary amount (as provided in Section 10.03) to pay or redeem such Bonds; or
- (c) by delivering all of such Bonds to the Trustee for cancellation.

If the Authority also pays or causes to be paid all other sums payable hereunder by the Authority, then and in that case, at the election of the Authority (evidenced by a Written Certificate of the Authority, filed with the Trustee, signifying the intention of the Authority to discharge all such indebtedness and this Indenture), and notwithstanding that any of such Bonds shall not have been surrendered for payment, this Indenture and the pledge of Revenues and other assets made under this Indenture with respect to such Bonds and all covenants, agreements and other obligations of the Authority under this Indenture with respect to such Bonds shall cease, terminate, become void and be completely discharged and satisfied, subject to Section 10.02. In such event, upon the Written Request of the Authority, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver to the City all moneys or securities or other property held by it under this Indenture which are not required for the payment or redemption of any of such Bonds not theretofore surrendered for such payment or redemption. The Trustee is entitled to conclusively rely on any such Written Certificate or Written Request and, in each case, is fully protected in relying thereon.

SECTION 10.02. *Discharge of Liability on Bonds.* Upon the deposit with the Trustee, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 10.03) to pay or redeem any Outstanding Bonds (whether upon or prior to the maturity or the redemption date of such Bonds), provided that, if such Bonds are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee shall have been made for the giving of such notice, then all liability of the Authority in respect of such Bonds shall cease, terminate and be completely discharged, and the Owners thereof shall thereafter be entitled only to payment out of such money or securities deposited with the Trustee as aforesaid for their payment, subject, however, to the provisions of Section 10.04.

The Authority may at any time surrender to the Trustee, for cancellation by Trustee, any Bonds previously issued and delivered, which the Authority may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

SECTION 10.03. *Deposit of Money or Securities with Trustee.* Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may include money or securities held by the Trustee in the funds and accounts established under this Indenture and shall be:

- (a) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount of such Bonds, premium, if any, and all unpaid interest thereon to the redemption date; or
- (b) non-callable Federal Securities, the principal of and interest on which when due will, in the written opinion of an Independent Accountant filed with the City, the Authority and the Trustee, provide money sufficient to pay the principal of and interest and premium (if any) on the Bonds to be paid or redeemed, as such principal, interest and premium become due, provided that in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee has been made for the giving of such notice;

provided, in each case, that (i) the Trustee or escrow agent shall have been irrevocably instructed (by the terms of this Indenture or otherwise) to apply such money to the payment of such principal of and interest on such Bonds, and (ii) the Authority shall have delivered to the Trustee an opinion of Bond Counsel to the effect that such Bonds have been discharged in accordance with this Indenture (which opinion may rely upon and assume the accuracy of the Independent Accountant's opinion referred to above). The Trustee shall be entitled to conclusively rely on such Written Request or opinion and shall be fully protected, in each case, in relying thereon.

SECTION 10.04. *Unclaimed Funds.* Notwithstanding any provisions of this Indenture, any moneys held by the Trustee in trust for the payment of the principal of, or interest on, any Bonds and remaining unclaimed for 2 years after the principal of all of the Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Indenture), if such moneys were so held at such date, or 2 years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid to the Authority free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the Authority as aforesaid, the Trustee shall (at the cost of the Authority) first mail to the Owners of Bonds which have not yet been paid, at the addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the Authority of the moneys held for the payment thereof.

## ARTICLE XI

### MISCELLANEOUS

SECTION 11.01. *Liability of Authority Limited to Revenues* . Notwithstanding anything in this Indenture or in the Bonds contained, the Authority is not required to advance any moneys derived from any source other than the Revenues and other assets pledged under this Indenture for any of the purposes in this Indenture mentioned, whether for the payment of the principal of or interest on the Bonds or for any other purpose of this Indenture. Nevertheless, the Authority may, but is not required to, advance for any of the purposes hereof any funds of the Authority which may be made available to it for such purposes.

SECTION 11.02. *Limitation of Rights to Parties and Bond Owners*. Nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any person other than the Authority, the Trustee, the City and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee, the City and the Owners of the Bonds.

SECTION 11.03. *Funds and Accounts*. Any fund or account required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds and accounts shall at all times be maintained in accordance with industry standards to the extent practicable, and with due regard for the requirements of Section 6.05 and for the protection of the security of the Bonds and the rights of every Owner thereof. The Trustee may establish such funds and accounts as it deems necessary or appropriate to perform its obligations under this Indenture.

SECTION 11.04. *Waiver of Notice; Requirement of Mailed Notice*. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Whenever in this Indenture any notice is required to be given by mail, such requirement may be satisfied by the deposit of such notice in the United States mail, postage prepaid, by first class mail.

SECTION 11.05. *Destruction of Bonds*. Whenever in this Indenture provision is made for the cancellation by the Trustee, and the delivery to the Authority, of any Bonds, the Trustee may, in lieu of such cancellation and delivery, destroy such Bonds as may be allowed by law, and at the written request of the Authority the Trustee shall deliver a certificate of such destruction to the Authority.

SECTION 11.06. *Severability of Invalid Provisions*. If any one or more of the provisions contained in this Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be

deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority hereby declares that it would have entered into this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

SECTION 11.07. *Notices.* All notices or communications to be given under this Indenture shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, confirmed by telephone, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the City or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

|                                     |                                                                                        |
|-------------------------------------|----------------------------------------------------------------------------------------|
| If to the City<br>or the Authority: | City of Ukiah<br>Attention: Finance Director<br>300 Seminary Avenue<br>Ukiah, CA 95482 |
|-------------------------------------|----------------------------------------------------------------------------------------|

|                    |                                                                                                                                                                  |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to the Trustee: | The Bank of New York Mellon Trust Company, N.A.<br>Attention: Corporate Trust Administration<br>333 S. Hope Street, Suite #2525<br>Los Angeles, California 90071 |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SECTION 11.08. *Evidence of Rights of Bond Owners.* Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Bond Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Bond Owners in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any person of Bonds transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and the Authority if made in the manner provided in this Section 11.08.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of Bonds shall be proved by the Registration Books.

Any request, consent, or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in accordance therewith or reliance thereon.

SECTION 11.09. *Disqualified Bonds.* In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are known by the Trustee to be owned or held by or for the account of the Authority or the City, or by any other obligor on the Bonds, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the City or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the City or any other obligor on the Bonds. In case of a dispute as to such right, the Trustee shall be entitled to rely upon the advice of counsel in any decision by Trustee and shall be fully protected in relying thereon.

Upon request, the Authority shall specify to the Trustee those Bonds disqualified under this Section 11.09.

SECTION 11.10. *Money Held for Particular Bonds.* The money held by the Trustee for the payment of the interest, premium, if any, or principal due on any date with respect to particular Bonds (or portions of Bonds in the case of Bonds redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto, *subject, however,* to the provisions of Section 10.04 but without any liability for interest thereon.

SECTION 11.11. *Waiver of Personal Liability.* No member, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the principal of or interest or premium (if any) on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

SECTION 11.12. *Successor Is Deemed Included in All References to Predecessor.* Whenever in this Indenture either the Authority, the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Authority, the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.13. *Execution in Several Counterparts.* This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 11.14. *Payment on Non-Business Day.* In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and with the same effect as if made on such preceding non-Business Day.

SECTION 11.15. *Governing Law.* This Indenture shall be governed by and construed in accordance with the laws of the State of California.

*[Remainder of page intentionally left blank. Signatures on next page.]*



**IN WITNESS WHEREOF**, the UKIAH PUBLIC FINANCING AUTHORITY has caused this Indenture to be signed in its name by its Treasurer and attested to by its Secretary, and THE BANK OF NEW YORK MELLON TRUST COMPANY, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

**UKIAH PUBLIC FINANCING  
AUTHORITY**

By: \_\_\_\_\_  
Daniel Buffalo  
Treasurer

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY,  
*as Trustee***

By: \_\_\_\_\_  
Authorized Officer

## APPENDIX A

### DEFINITIONS

“Additional Rental Payments” means the amounts of additional rental which are payable by the City under Section 4.5 of the Lease or which are otherwise identified as Additional Rental Payments under the Lease.

“Assignment Agreement” means the Assignment Agreement dated as of February 1, 2022, between the Authority as assignor and the Trustee as assignee, as originally executed or as thereafter amended.

“Authority” means the Ukiah Public Financing Authority, a joint powers authority duly organized and existing under the Joint Exercise of Powers Agreement, dated as of May 5, 2020, by and between the City and the Industrial Development Authority of the City of Ukiah, creating the Authority, together with any amendments thereof and supplements thereto, and under the laws of the State of California.

“Authorized Representative” (a) with respect to the Authority, the Executive Director, Assistant Executive Director, Treasurer or any other person designated as an Authorized Official of the Authority by its Executive Director, Assistant Executive Director, Treasurer and notified to the City and the Trustee; and (b) with respect to the City, the City Manager, Assistant City Manager, Finance Director, or any other person designated as an Authorized Official the City Manager, Assistant City Manager, Finance Director and notified to the Authority and the Trustee.

“Bond Counsel” means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys appointed by or acceptable to the Authority of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Tax Code.

“Bond Fund” means the fund by that name established and held by the Trustee under Section 5.01.

“Bond Law” means the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code, as in effect on the Closing Date or as thereafter amended in accordance with its terms.

“Bond Year” means each twelve-month period extending from June 2 in one calendar year to April 1 of the succeeding calendar year, both dates inclusive; except that the first Bond Year commences on the Closing Date and extends to and including April 1, 2022.

“Bonds” means the \$\_\_\_\_\_ aggregate principal amount of Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects) authorized by and at any time Outstanding under the Bond Law and this Indenture.

“Business Day” means a day (other than a Saturday or a Sunday) on which banks are not required or authorized to remain closed in the City in which the Office of the Trustee is located.

“City” means the City of Ukiah, a municipal corporation organized and existing under the laws of the State of California.

“Closing Date” means \_\_\_\_\_, 2022, being the date of delivery of the Bonds to the Original Purchaser.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the City and the Authority relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to: Authority formation and administration costs, printing expenses; rating agency fees; filing and recording fees; initial fees, expenses and charges of the Trustee and their respective counsel, including the Trustee’s first annual administrative fee; fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals; fees and charges for preparation, execution and safekeeping of the Bonds; title insurance and other insurance costs, and any other cost, charge or fee in connection with the original issuance of the Bonds.

“Costs of Issuance Fund” means the fund by that name established and held by the Trustee under Section 3.03.

“Depository” means (a) initially, DTC, and (b) any other Securities Depositories acting as Depository under Section 2.04.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“DTC” means The Depository Trust Company, and its successors and assigns.

“Event of Default” means any of the events specified in Section 7.01.

“Excess Investment Earnings” means an amount required to be rebated to the United States of America under Section 148(f) of the Tax Code due to investment of gross proceeds of the Bonds at a yield in excess of the yield on the Bonds.

“Federal Securities” means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

“Fiscal Year” means any twelve-month period extending from July 1 in one calendar year to June 30 of the succeeding calendar year, both dates inclusive, or any other twelve-month period selected and designated by the Authority as its official fiscal year period.

“Indenture” means this Indenture of Trust, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture under the provisions hereof.

“Independent Accountant” means any certified public accountant or firm of certified public accountants appointed and paid by the Authority or the City, and who, or each of whom (a) is in fact independent and not under domination of the Authority or the City; (b) does not have any substantial interest, direct or indirect, in the Authority or the City; and (c) is not connected with the Authority or the City as an officer or employee of the Authority or the City but who may be regularly retained to make annual or other audits of the books of or reports to the Authority or the City.

“Information Services” means in accordance with then-current guidelines of the Securities and Exchange Commission, the Electronic Municipal Market Access System (referred to as “EMMA”), a facility of the Municipal Securities Rulemaking Board (at <http://emma.msrb.org>), or such service or services as the Authority may designate in a certificate delivered to the Trustee.

“Insurance and Condemnation Fund” means the fund by that name established and held by the Trustee under Section 5.07.

“Interest Account” means the account by that name established and held by the Trustee in the Bond Fund under Section 5.02.

“Interest Payment Date” means each October 1 and April 1, commencing April 1, 2022 so long as any Bonds remain unpaid.

“Lease” means the Lease Agreement dated as of February 1, 2022, between the Authority as lessor and the City as lessee of the Leased Property, as originally executed and as it may from time to time be supplemented, modified or amended in accordance with the terms thereof and of this Indenture.

“Lease Payment Date” means, with respect to any Interest Payment Date, the 5th Business Day immediately preceding such Interest Payment Date.

“Lease Payments” means the amounts payable by the City under Section 4.3(a) of the Lease, including any prepayment thereof and including any amounts payable upon a delinquency in the payment thereof.

“Leased Property” means the real property described in Appendix A to the Lease, together with all improvements and facilities at any time situated thereon.

“Moody’s” means Moody’s Investors Service, its successors and assigns.

“Net Proceeds” means amounts derived from any policy of property insurance or title insurance with respect to the Leased Property, or the proceeds of any taking of the Leased Property or any portion thereof in eminent domain proceedings (including sale under threat of such proceedings), to the extent remaining after payment therefrom of all expenses incurred in the collection and administration thereof.

“Nominee” means (a) initially, Cede & Co. as nominee of DTC, and (b) any other nominee of the Depository designated under Section 2.04(a).

“Office” means the corporate trust office of the Trustee in Los Angeles, California, or such other or additional offices as the Trustee may designate in writing to the Authority

from time to time as the corporate trust office for purposes of the Indenture; except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term means the office or agency of the Trustee at which, at any particular time, its corporate trust agency and operations business is conducted.

“Original Purchaser” means Hilltop Securities, Incorporated, as original purchaser of the Bonds upon their delivery by the Trustee on the Closing Date.

“Outstanding”, when used as of any particular time with reference to Bonds, means all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except: (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Bonds with respect to which all liability of the Authority shall have been discharged in accordance with Section 10.02, including Bonds (or portions thereof) described in Section 11.09; and (c) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee under this Indenture.

“Owner”, whenever used herein with respect to a Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books.

“Permitted Encumbrances” means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the City may permit to remain unpaid under Article V of the Lease; (b) the Site Lease, the Lease and the Assignment Agreement; (c) any right or claim of any mechanic, laborer, material man, supplier or vendor not filed or perfected in the manner prescribed by law; (d) if a title insurance policy covers the Leased Property, exceptions disclosed therein; and (e) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the City certifies in writing will not materially impair the use of the Leased Property for its intended purposes.

“Permitted Investments” means any of the following:

- (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged.
- (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.
- (c) Any direct or indirect obligations of an agency or department of the United States of America whose obligations represent the full faith and credit of the United States of America, or which are rated A or better by S&P at the time of purchase.
- (d) Interest-bearing deposit accounts (including certificates of deposit) in federal or State chartered savings and loan associations or in federal or State of California banks (including the Trustee and its affiliates),

provided that: (i) the unsecured obligations of such commercial bank or savings and loan association are rated A or better by S&P at the time of purchase; or (ii) such deposits are fully insured by the Federal Deposit Insurance Corporation.

- (e) Commercial paper rated "A-1+" or better by S&P at the time of purchase.
- (f) Federal funds or bankers acceptances with a maximum term of one year of any bank which an unsecured, uninsured and unguaranteed obligation rating of "A-1+" or better by S&P at the time of purchase.
- (g) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of at least AAAm-G, AAAm or AAm at the time of purchase, which funds may include funds for which the Trustee, its affiliates, parent or subsidiaries receives and retains a fee for services provided to the fund, whether as custodian, transfer agent, investment advisor or otherwise.
- (h) Obligations the interest on which is excludable from gross income pursuant to Section 103 of the Tax Code and which are either (a) rated A or better by S&P at the time of purchase, or (b) fully secured as to the payment of principal and interest by Permitted Investments described in clauses (a) or (b).
- (i) Obligations issued by any corporation organized and operating within the United States of America having assets in excess of \$500,000,000, which obligations are rated A or better by S&P at the time of purchase.
- (j) Bonds or notes issued by any state or municipality which are rated A or better by S&P at the time of purchase.
- (k) Any investment agreement with, or guaranteed by, a financial institution the long-term unsecured obligations or the claims paying ability of which are rated A or better by S&P at the time of initial investment, by the terms of which all amounts invested thereunder are required to be withdrawn and paid to the Trustee in the event either of such ratings at any time falls below A.
- (l) The Local Agency Investment Fund of the State of California, created pursuant to Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.
- (m) Ratings of Permitted Investments referred to herein shall be determined at the time of purchase of such Permitted Investments and without regard to rating subcategories. The Trustee shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of such Permitted

Investments, or the responsibility to validate Permitted Investments the ratings of Permitted Investments prior to the initial purchase.

“Principal Account” means the account by that name established and held by the Trustee in the Bond Fund under Section 5.02.

“Project” means energy efficiency improvements to various City facilities, and incidental expenses related to the foregoing, as such project may be modified by the City Council from time to time.

“Project Costs” means, with respect to the Project, all costs of the acquisition, construction and installation thereof which are paid from moneys on deposit in the Project Fund, including but not limited to:

- (a) all costs required to be paid to any person under the terms of any agreement for the purchase of the Project or otherwise relating to the acquisition, construction and installation of the Project;
- (b) obligations incurred for labor and materials in connection with the acquisition, construction and installation of the Project;
- (c) the cost of performance or other bonds and any and all types of insurance that may be necessary or appropriate to have in effect in connection with the acquisition, construction and installation of the Project;
- (d) preliminary costs of the Project, including but not limited to design, environmental, engineering and architectural services, costs for testing, surveys, estimates, plans and specifications and preliminary investigations therefor, development fees and costs for supervising construction, as well as for the performance of all other duties required by or consequent to the proper acquisition, construction and installation of the Project;
- (e) costs of equipping and furnishing the Project, and costs of taking occupancy of the Project including costs incurred in connection with the relocation of City functions and personnel into the Project;
- (f) any sums required to reimburse the City for advances made for any of the above items or for any other costs incurred and for work done which are properly chargeable to the acquisition, construction and installation of the Project;
- (g) all financing costs incurred in connection with the acquisition, construction and installation of the Project; and
- (h) the Lease Payments coming due during the period of construction of the Project.

“Project Fund” means the fund by that name established and held by the City under Section 3.04.

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Trustee pursuant to Section 5.05, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the “AA” category or higher by S&P or Moody’s at the time of issuance; (b) such letter of credit or surety bond has a term of at least twelve (12) months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to Section 5.05; and (d) the Trustee is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to Section 5.05.

“Record Date” means, with respect to any Interest Payment Date, the 15th calendar day of the month preceding such Interest Payment Date, whether or not such day is a Business Day.

“Redemption Fund” means the fund by that name established and held by the Trustee under Section 5.01.

“Registration Books” means the records maintained by the Trustee under Section 2.05 for the registration and transfer of ownership of the Bonds.

“Reserve Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.05.

“Reserve Requirement” means, as of any date of calculation thereof by the Authority, an amount equal to the lesser of (a) 10% of the original principal amount of such series of Bonds, (b) the maximum amount of debt service coming due in the current or any future Bond Year with respect to such series of Bonds, or (c) 125% of average annual debt service for such series of Bonds. The initial Reserve Requirement is \$\_\_\_\_\_ and the Reserve Requirement may be recalculated by the Authority on any date.

“Revenues” means all amounts received by the Authority or the Trustee under or with respect to the Lease including, without limiting the generality of the foregoing, all of the Lease Payments (including both timely and delinquent payments, any late charges, and whether paid from any source), but excluding (i) any amounts described in the provisions of the Lease relating to permitted amendments that provide for additional rental to be pledged or assigned for the payment of bonds or obligations issued to finance or refinance projects for which the City is authorized to expend its funds, and (ii) any “Additional Rental Payments” (consisting of certain administrative costs due to the Authority and the Trustee under the Lease), and all interest, profits or other income derived from the investment of amounts in any fund or account established under this Indenture.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the Authority designates in written notice filed with the Trustee.



"Site Lease" means the Site Lease dated as of February 1, 2022, between the City as lessor and the Authority as lessee, as amended from time to time in accordance with its terms.

"Site Lease Payment" means the amount of \$ \_\_\_\_\_, which is payable by the Authority to the City on the Closing Date under Section 3 of the Site Lease.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, and its successors or assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

"Supplemental Indenture" means any indenture hereafter duly authorized and entered into between the Authority and the Trustee, supplementing, modifying or amending this Indenture; but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Term" means, with reference to the Lease, the time during which the Lease is in effect, as provided in Section 4.2 thereof.

"Trustee" means The Bank of New York Mellon Trust Company, a national banking association organized and existing under the laws of United States of America, or its successor or successors, as Trustee hereunder as provided in Article VIII.

"Written Certificate," "Written Request" and "Written Requisition" of the Authority or the City mean, respectively, a written certificate, request or requisition signed in the name of the Authority or the City by its Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

**APPENDIX B****BOND FORM**

No. R-\_\_\_\_\_

\*\*\*\$\_\_\_\_\_\*\*\*

UNITED STATES OF AMERICA  
STATE OF CALIFORNIA

**UKIAH PUBLIC FINANCING AUTHORITY**

**LEASE REVENUE BONDS, SERIES 2022**  
**(Capital Projects)**

INTEREST RATE: \_\_\_\_\_%      MATURITY DATE: April 1, \_\_\_\_\_      ORIGINAL ISSUE DATE: \_\_\_\_\_, 2022      CUSIP: \_\_\_\_\_

REGISTERED OWNER:      CEDE & CO.

PRINCIPAL AMOUNT: \*\*\* \_\_\_\_\_ DOLLARS\*\*\*

The UKIAH PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority"), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns (the "Registered Owner"), on the Maturity Date specified above (subject to any right of prior redemption hereinafter provided for), the Principal Amount specified above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond unless (i) this Bond is authenticated on or before an Interest Payment Date and after the close of business on the 15th day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or before March 15, 2022, in which event it shall bear interest from the Original Issue Date specified above; *provided, however*, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on this Bond, at the Interest Rate per annum specified above, payable semiannually on April 1 and October 1 in each year, commencing April 1, 2022 (the "Interest Payment Dates"), calculated on the basis of a 360-day year composed of twelve 30-day months.

Principal hereof and premium, if any, upon early redemption hereof are payable upon presentation and surrender hereof at the corporate trust office of The Bank of New York Mellon Trust Company, in San Francisco, California (the "Trust Office"), as trustee

(the "Trustee"). Interest hereon is payable by check of the Trustee mailed on the Interest Payment Date to the Registered Owner hereof at the Registered Owner's address as it appears on the registration books of the Trustee as of the close of business on the fifteenth day of the month preceding each Interest Payment Date (a "Record Date"), or, upon written request filed with the Trustee as of such Record Date by a registered owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to an account in the United States designated by such registered owner in such written request.

This Bond is not a debt of the City of Ukiah (the "City"), the County of Mendocino, the State of California, or any of its political subdivisions, and neither the City, said County, said State, nor any of its political subdivisions, is liable hereon nor in any event shall this Bond be payable out of any funds or properties of the Authority other than the Revenues.

This Bond is one of a duly authorized issue of bonds of the Authority designated as the "Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects)" (the "Bonds"), in an aggregate principal amount of \$\_\_\_\_\_, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption provisions) and all issued under the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the "Bond Law"), and under an Indenture of Trust dated as of February 1, 2022, between the Authority and the Trustee (the "Indenture") and a resolution of the Authority adopted on \_\_\_\_\_, 2021, authorizing the issuance of the Bonds. Reference is hereby made to the Indenture (copies of which are on file at the office of the Authority) and all supplements thereto for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Revenues, and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Authority thereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Authority to finance the acquisition and construction of capital improvements of the City. This Bond and the interest and premium, if any, hereon are special obligations of the Authority, payable from the Revenues, and secured by a charge and lien on the Revenues as defined in the Indenture, consisting principally of lease payments made by the City under a Lease Agreement dated as of February 1, 2022, between the Authority as lessor and the City as lessee (the "Lease"). As and to the extent set forth in the Indenture, all of the Revenues are exclusively and irrevocably pledged in accordance with the terms hereof and the provisions of the Indenture, to the payment of the principal of and interest and premium (if any) on the Bonds.

The rights and obligations of the Authority and the owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or premium (if any) thereon, or extend the time of payment, or change the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the owner of each Bond so affected.

The Bonds maturing on or after April 1, \_\_\_\_\_, are subject to redemption in whole, or in part at the election of the Authority among maturities on such basis as shall be designated by the Authority and by lot within a maturity, at the option of the Authority, on any date on or after April 1, \_\_\_\_\_, from any available source of funds, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

The Bonds are subject to mandatory redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on April 1 in the respective years as set forth in the following table; provided, however, that if some but not all of such Bonds have been redeemed pursuant to an optional redemption or special mandatory redemption from insurance or condemnation proceeds, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of \$5,000 (as set forth in a schedule provided by the Authority to the Trustee).

**Bonds Maturing April 1, \_\_\_\_\_**

| Sinking Fund<br>Redemption Date<br>(April 1) | Principal Amount<br>To Be Redeemed |
|----------------------------------------------|------------------------------------|
| _____                                        | _____                              |

(maturity)

The Bonds are subject to mandatory redemption prior to maturity in whole or in part among maturities as determined by the Authority on any date, at a redemption price equal to 100% of the principal amount thereof to be redeemed (plus accrued but unpaid interest to the redemption date), without premium, from Net Proceeds of certain damage and condemnation awards deposited in the Insurance and Condemnation Fund, Net Proceeds of title insurance, if any, and from any other funds available for such purpose under this Indenture.

As provided in the Indenture, notice of redemption will be mailed by the Trustee by first class mail not less than 20 or more than 60 days prior to the redemption date to the respective owners of any Bonds designated for redemption at their addresses appearing on the registration books of the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption or the cessation of accrual of interest thereon from and after the date fixed for redemption. Notice of any optional redemption of the Bonds may be rescinded under the circumstances set forth in the Indenture, upon notice to the owners of such Bonds.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Trust Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon

surrender and cancellation of this Bond. Upon registration of such transfer, a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. This Bond may be exchanged at the Trust Office for Bonds of the same tenor, aggregate principal amount, interest rate and maturity, of other authorized denominations.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Authority or the Trustee for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

It is hereby certified by the Authority that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the Bond Law and the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Bond Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Ukiah Public Financing Authority has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Treasurer and attested to by the facsimile signature of its Secretary, all as of the Original Issue Date specified above.

**UKIAH PUBLIC FINANCING AUTHORITY**

By: \_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Secretary

## **CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds described in the within-mentioned Indenture.

Dated:

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY,**  
*as Trustee*

By: \_\_\_\_\_  
Authorized Signatory

### ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ whose address and social security or other tax identifying number is \_\_\_\_\_, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Note: Signature(s) must be guaranteed by an eligible guarantor institution.

\_\_\_\_\_  
Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “Agreement”), dated for convenience as of February 1, 2022, is between the UKIAH PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the “Authority”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as trustee (the “Trustee”).

### *B A C K G R O U N D :*

1. The City is proceeding to reconstruct its corporation yard and construct improvements to various City streets (collectively, the “Project”).

2. In order to provide funds to finance a portion of the costs of the Project, the City has agreed to lease the real property more particularly described in Appendix A attached hereto and by this reference incorporated herein, consisting of streets in the City (the “Leased Property”) to the Authority under a Site Lease dated as of February 1, 2022 which has been executed concurrently herewith (the “Site Lease”), under which the Authority agrees to make an initial rental payment (the “Site Lease Payment”) which is sufficient to provide funds for such purposes.

3. The Authority has authorized the issuance of its Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects) in the aggregate principal amount of \$\_\_\_\_\_ (the “Bonds”) under an Indenture of Trust dated as of February 1, 2022 (the “Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), and under the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the “Bond Law”), for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with the Site Lease.

4. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under the Lease Agreement dated as of February 1, 2022 (the “Lease Agreement”), which has been executed concurrently herewith, under which the City agrees to pay semiannual Lease Payments as the rental for the Leased Property thereunder.

5. The Authority has requested the Trustee to enter into this Agreement for the purpose of assigning certain of its rights under the Lease to the Trustee for the benefit of the Bond owners.



## A G R E E M E N T :

In consideration of the material covenants contained in this Agreement, the parties hereto hereby formally covenant, agree and bind themselves as follows:

SECTION 1. *Defined Terms.* All capitalized terms not otherwise defined herein have the respective meanings given those terms in the Indenture.

SECTION 2. *Assignment.* The Authority hereby assigns to the Trustee, for the benefit of the Owners of all Bonds which are issued and Outstanding under the Indenture, all of the Authority's rights under the Lease (excepting only the Authority's rights under Sections 4.5, 5.10, 7.3 and 8.4 of the Lease), including but not limited to:

- (a) the right to receive and collect all of the Lease Payments from the City under the Lease,
- (b) the right to receive and collect any proceeds of any insurance maintained thereunder with respect to the Leased Property, or any eminent domain award (or proceeds of sale under threat of eminent domain) paid with respect to the Leased Property, and
- (c) the right to exercise such rights and remedies conferred on the Authority under the Lease as may be necessary or convenient (i) to enforce payment of the Lease Payments and any amounts required to be deposited in the Insurance and Condemnation Fund established under Section 5.07 of the Indenture, or (ii) otherwise to protect the interests of the Bond Owners in the event of a default by the City under the Lease.

The Trustee shall administer all of the rights assigned to it by the Authority under this Agreement in accordance with the provisions of the Indenture, for the benefit of the Owners of Bonds. The assignment made under this Section 2 is absolute and irrevocable, and without recourse to the Authority.

SECTION 3. *Acceptance.* The Trustee hereby accepts the assignments made herein for the purpose of securing the payments due under the Lease and Indenture to, and the rights under the Lease and Indenture of, the Owners of the Bonds, all subject to the provisions of the Indenture. The recitals contained herein are those of the Authority and not of the Trustee, and the Trustee assumes no responsibility for the correctness thereof.

SECTION 4. *Conditions.* This Agreement confers no rights and imposes no duties upon the Trustee beyond those expressly provided in the Indenture. The assignment hereunder to the Trustee is solely in its capacity as Trustee under the Indenture.

SECTION 5. *Execution in Counterparts.* This Agreement may be executed in any number of counterparts, each of which is an original and all together constitute one and the same agreement. Separate counterparts of this Agreement may be separately executed by the Trustee and the Authority, both with the same force and effect as though the same counterpart had been executed by the Trustee and the Authority.

SECTION 6. *Binding Effect.* This Agreement inures to the benefit of and binds the Authority and the Trustee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 7. *Governing Law.* This Agreement is governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the day and year first written above.

**UKIAH PUBLIC FINANCING  
AUTHORITY**

By: \_\_\_\_\_  
Daniel Buffalo  
Treasurer

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY,  
*as Trustee***

By: \_\_\_\_\_  
Authorized Officer

## **APPENDIX A**

### **DESCRIPTION OF THE LEASED PROPERTY**

The Leased Property consists of that certain real property, together with all fixtures, equipment or other improvements located upon the real property, except as to the library as excluded below, situated in the City of Ukiah, County of Mendocino, State of California, described as follows:

[[All City Streets]]

**PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY \_\_, 2022****NEW ISSUE - FULL BOOK-ENTRY****RATING: S&P: “\_\_”**  
**See “RATING”**

*In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See “TAX MATTERS.”*

\$ \_\_\_\_\_ \*

**UKIAH PUBLIC FINANCING AUTHORITY**  
**Lease Revenue Bonds, Series 2022**  
**(Capital Projects)**

**Dated: Date of Delivery****Due: April 1, as shown on inside cover**

**Authority for Issuance.** The bonds captioned above (the “**Bonds**”) are being issued by the Ukiah Public Financing Authority (the “**Authority**”) an Indenture of Trust dated as of February 1, 2022 (the “**Indenture**”) by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) and pursuant a resolution adopted by the Board of Directors of the Authority. See “THE BONDS – Authority for Issuance.”

**Use of Proceeds.** The Bonds are being issued to renovate the Corporation Yard, construct improvements to various City streets and pay issuance costs. See “FINANCING PLAN.”

**Security for the Bonds.** Under the Indenture, the Bonds are payable from and secured by a first pledge of and lien on (“**Revenues**”) (as defined in this Official Statement) received by the Authority under the Lease Agreement dated as of February 1, 2022, by and between the Authority, as lessor, and the City, as lessee (the “**Lease**”), consisting primarily of semi-annual lease payments (the “**Lease Payments**”) made by the City under the Lease with respect to the lease of certain real property, as further described in this Official Statement. The Bonds are also secured by certain funds on deposit under the Indenture. See “SECURITY FOR THE BONDS.”

**Bond Terms; Book-Entry Only.** The Bonds will bear interest at the rates shown on the inside cover page, payable semiannually on April 1 and October 1 of each year, commencing on October 1, 2022, and will be issued in fully registered form without coupons in the denomination of \$5,000 or any integral multiple of \$5,000. The Bonds will be issued in book-entry only form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”). Purchasers of the Bonds will not receive certificates representing their interests in the Bonds. Payments of the principal of, premium, if any, and interest on the Bonds will be made to DTC, which is obligated in turn to remit such principal, premium, if any, and interest to its DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. See “THE BONDS – General Provisions.”

**Reserve Fund.** The Authority will establish a debt service reserve fund for the Bonds from proceeds of the Bonds, as described herein. See “SECURITY FOR THE BONDS.”

**Redemption.** The Bonds are subject to redemption prior to maturity. See “THE BONDS – Redemption.”

NEITHER THE BONDS, NOR THE OBLIGATION OF THE AUTHORITY TO PAY PRINCIPAL OF OR INTEREST THEREON, NOR THE OBLIGATION OF THE CITY TO MAKE THE LEASE PAYMENTS, CONSTITUTE A DEBT OR A LIABILITY OF THE AUTHORITY, THE CITY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL LIMITATION ON INDEBTEDNESS, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY. THE BONDS ARE SECURED SOLELY BY THE PLEDGE OF REVENUES AND CERTAIN FUNDS HELD UNDER THE INDENTURE. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE TAXING POWER OF THE CITY.

**MATURITY SCHEDULE**  
**(see inside cover)**

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR GENERAL REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE OF BONDS. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION WITH RESPECT TO THE PURCHASE OF THE BONDS.

The Bonds are offered when, as and if issued and received by the Underwriter and subject to the approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed upon for the Authority and the City by Jones Hall, A Professional Law Corporation, as Disclosure Counsel. Certain legal matters will be passed upon for the City by the City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, \_\_\_\_\_, California. It is anticipated that the Bonds will be delivered in book-entry form through the facilities of DTC on or about \_\_\_\_\_, 2022\*.

[Piper logo]

The date of this Official Statement is: \_\_\_\_\_, 22.

\* Preliminary; subject to change.

## MATURITY SCHEDULE

\$ \_\_\_\_\_ Serial Bonds  
(Base CUSIP<sup>†</sup>: \_\_\_\_\_)

| <u>Maturity<br/>(April 1)</u> | <u>Principal<br/>Amount</u> | <u>Interest<br/>Rate</u> | <u>Yield</u> | <u>Price</u> | <u>CUSIP<sup>†</sup></u> |
|-------------------------------|-----------------------------|--------------------------|--------------|--------------|--------------------------|
| 2022                          |                             |                          |              |              |                          |
| 2023                          |                             |                          |              |              |                          |
| 2024                          |                             |                          |              |              |                          |
| 2025                          |                             |                          |              |              |                          |
| 2026                          |                             |                          |              |              |                          |
| 2027                          |                             |                          |              |              |                          |
| 2028                          |                             |                          |              |              |                          |
| 2029                          |                             |                          |              |              |                          |
| 2030                          |                             |                          |              |              |                          |
| 2031                          |                             |                          |              |              |                          |
| 2032                          |                             |                          |              |              |                          |
| 2033                          |                             |                          |              |              |                          |
| 2034                          |                             |                          |              |              |                          |
| 2035                          |                             |                          |              |              |                          |
| 2036                          |                             |                          |              |              |                          |
| 2037                          |                             |                          |              |              |                          |
| 2038                          |                             |                          |              |              |                          |
| 2039                          |                             |                          |              |              |                          |
| 2040                          |                             |                          |              |              |                          |
| 2041                          |                             |                          |              |              |                          |
| 2042                          |                             |                          |              |              |                          |
| 2043                          |                             |                          |              |              |                          |
| 2044                          |                             |                          |              |              |                          |
| 2045                          |                             |                          |              |              |                          |
| 2046                          |                             |                          |              |              |                          |
| 2047                          |                             |                          |              |              |                          |
| 2048                          |                             |                          |              |              |                          |
| 2049                          |                             |                          |              |              |                          |
| 2050                          |                             |                          |              |              |                          |
| 2051                          |                             |                          |              |              |                          |

\$ \_\_\_\_\_ % Term Bonds due April 1, 20\_\_\_\_; Price: \_\_\_\_\_%; Yield: \_\_\_\_\_;  
CUSIP<sup>†</sup>: \_\_\_\_\_

\* Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© 2022 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Authority nor the Underwriter takes any responsibility for the accuracy of such numbers.

**UKIAH PUBLIC FINANCING AUTHORITY**  
**Ukiah, California**

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**AUTHORITY BOARD / CITY COUNCIL**

Douglas Crane, *Chair/Mayor*  
Juan Orozco, *Vice Chair/Vice Mayor*  
Steve Scalmanini, *Authority Member/Councilmember*  
Jim Brown, *Authority Member/Councilmember*  
Maureen Mulheren, *Authority Member/Councilmember*

**CITY / AUTHORITY STAFF**

Sage Sangiacomo, *City Manager/Executive Director*  
Allen Carter, *City Treasurer*  
Daniel Buffalo, *Finance Director/Authority Treasurer*  
Mel Grandi, P.E., *Electric Utility Director*  
Tim Eriksen, *Public Works Director/City Engineer*  
Kristine Lawler, *City Clerk/Secretary*  
David Rapport, Esq., *City Attorney/Authority Counsel*

**PROFESSIONAL SERVICES**

**Bond Counsel and Disclosure Counsel**  
Jones Hall, A Professional Law Corporation  
*San Francisco, California*

**Municipal Advisor**  
NHA Advisors, LLC  
*San Rafael, California*

**Trustee**  
The Bank of New York Mellon Trust Company, N.A.  
*Los Angeles, California*

## GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations with respect to the Bonds other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the City or any other parties described in this Official Statement, or in the condition of the security for the Bonds since the date of this Official Statement.

This Official Statement is submitted in connection with the sale of the Bonds referred to in this Official Statement and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract with the purchasers of the Bonds. Prospective investors should not construe the contents of this Official Statement as legal, tax or investment advice.

The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness.

The Underwriter has submitted the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

All references to and summaries of the Indenture or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

The Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under Section 3(a)(2) of the Securities Act of 1933 and Section 3(a)(12) of the Securities Exchange Act of 1934.

Certain statements included or incorporated by reference in this Official Statement constitute forward-looking statements. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. No assurance is given that actual results will meet the forecasts of the City in any way, regardless of the level of optimism communicated in the information. The City is not obligated to issue any updates or revisions to the forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur.

The references to internet websites in this Official Statement are shown for reference and convenience only; unless explicitly stated to the contrary, the information contained within the websites and any links contained within those websites are not incorporated herein by reference and do not constitute part of this Official Statement.



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[Insert Regional Location Map]

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## OFFICIAL STATEMENT

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### UKIAH PUBLIC FINANCING AUTHORITY Lease Revenue Bonds, Series 2022 (Capital Projects)

### INTRODUCTION

*This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used but not defined in this Official Statement have the meanings set forth in the Indenture (as defined below). See “APPENDIX C – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS.”*

**Authority for Issuance.** The Ukiah Public Financing Authority (the “**Authority**”) is issuing the bonds captioned above (the “**Bonds**”) under the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the “**Bond Law**”), resolutions adopted by the Board of Directors (the “**Board**”) of the Authority on [January 19], 2022 (the “**Authority Resolution**”), and by the City Council (the “**City Council**”) of the City of Ukiah (the “**City**”) on [January 19], 2022 (the “**City Resolution**”), and an Indenture of Trust (the “**Indenture**”) dated as of February 1, 2022, by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”).

**Purpose of the Bonds.** The Bonds are being issued to (i) renovate the Corporation Yard and, (ii) construct improvements to various City streets (collectively, the “**Project**”), (ii) provide for a deposit to a debt reserve fund for the Bonds, and (iii) pay costs of issuance of the Bonds. See “FINANCING PLAN.”

**The Authority and the City.** The Authority is a joint powers authority established pursuant to that certain Joint Exercise of Powers Agreement dated May 5, 2020. The Authority is governed by a five-member Board of Directors (the “**Board**”), which consists of the members of the City Council of the City. The Authority was created for the purpose of assisting the financing or refinancing of certain public capital facilities within the City. Under the Bond Law, the Authority has the power to lease real property in furtherance of the acquisition of public improvements necessary or convenient for the operation of the City, or to purchase bonds issued by any local

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\* Preliminary; subject to change.

agency at public or negotiated sale and may sell such bonds to public or private purchasers at public or negotiated sale. See “THE AUTHORITY” herein.

The City encompasses approximately five square miles and is located in Mendocino County (the “**County**”), approximately 100 miles north of San Francisco in the northern coastal region of the State on U.S. Highway 101. The area is centrally located between the San Francisco Bay area, Eureka and Sacramento. The City was incorporated in 1876 and is a general law city operating under a City Council/City Manager form of government. The City has an estimated population of approximately 16,061 people. For additional background, and certain demographic and economic information regarding the City and the County, see APPENDIX B.

**Bond Terms; Book-Entry Only.** The Bonds will bear interest at the rates shown on the inside cover page, payable semiannually on April 1 and October 1 of each year, commencing on \_\_\_\_\_ 1, 2022. The Bonds will be issued in fully registered form, registered in the name of The Depository Trust Company (“**DTC**”), or its nominee, which will act as securities depository for the Bonds. Purchasers of the Bonds will not receive certificates representing the Bonds that are purchased. See “THE BONDS – Book-Entry Only System” and “APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

**Security for the Bonds.** The City and the Authority will enter into a Site Lease dated as of February 1, 2022 (the “**Site Lease**”), under which the City will lease certain real property to the Authority, consisting of all of the City’s streets (the “**Leased Property**”), to the Authority as further described herein under the caption “THE LEASED PROPERTY.” Proceeds of the Bonds are used by the Authority to fund the payment obligation under the Site Lease.

In order to secure the payments of principal of and interest on the Bonds, the Authority proposes to lease the Leased Property back to the City under a Lease Agreement (the “**Lease Agreement**”), under which the City is obligated to pay semiannual lease payments (the “**Lease Payments**”) as rental for the Leased Property, and the Authority will assign substantially all of its rights under the Lease Agreement to The Bank of New York Mellon Trust Company, N.A. as trustee for the Bonds. The Bonds are payable from and secured by a first pledge of and lien on (“**Revenues**”) (defined herein) received by the Authority under the Lease Agreement, consisting primarily of the Lease Payments. To provide an additional source of funds for payment of the Bonds, the Authority will establish a debt service reserve fund for the Bonds from proceeds of the Bonds, as described herein. See “SECURITY FOR THE BONDS” below.

**Redemption.** The Bonds are subject to redemption prior to their stated maturity dates. See “THE BONDS – Redemption.”

**Abatement.** The Lease Payments are subject to complete or partial abatement in the event and to the extent that there is substantial interference with the City’s use and possession of the Leased Property or any portion thereof. If the Lease Payments are abated under the Lease, the Bond Owners may receive less than the full amount of principal of and interest on the Bonds. See “SECURITY FOR THE BONDS – Abatement” and “BOND OWNERS’ RISKS.”

**Additional Obligations.** Under the Indenture, the Authority covenants that no additional bonds, notes or other indebtedness shall be issued or incurred by the Authority which are payable out of the Revenues in whole or in part. The City is permitted to enter into other obligations which constitute additional charges against its revenues without the consent of Owners of the Bonds.

***Risks of Investment.*** Debt service on the Bonds is payable only from Lease Payments and other amounts payable by the City to the Authority under the Lease. The Lease Payments are payable from revenues available in the City's general fund, which revenues may be materially adversely affected by numerous factors outside the City's control, including the ongoing COVID-19 pandemic and the governmental responses to the pandemic. For a discussion of some of the risks associated with the purchase of the Bonds, see "BOND OWNERS' RISKS."

NEITHER THE BONDS, THE OBLIGATION OF THE AUTHORITY TO PAY PRINCIPAL OF OR INTEREST THEREON, NOR THE OBLIGATION OF THE CITY TO MAKE THE LEASE PAYMENTS, CONSTITUTE A DEBT OR A LIABILITY OF THE AUTHORITY, THE CITY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL LIMITATION ON INDEBTEDNESS, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY. THE BONDS ARE SECURED SOLELY BY THE PLEDGE OF REVENUES AND CERTAIN FUNDS HELD UNDER THE INDENTURE. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE TAXING POWER OF THE CITY.

## **FINANCING PLAN**

The Bonds are being issued to rebuild the City's corporation yard and, (ii) construct improvements to various City streets.

The Corporation Yard is located at 1320 Airport Road and is the base of operations for the City Fleet and Plant Maintenance Facility, Street Maintenance Crew, Water and Wastewater Maintenance Crew, and Electric Utility Maintenance Crew. The expenses for the Corporation Yard are divided respectively based on the amount of square feet that each department occupies. The estimated cost is \$15 million.

The streets projects primarily consist of improvements to certain streets, rights-of-way reconstruction, and utility projects, as follows: Dora Street: reconstruct Mill to Grove streets and overlay Upper Luce Avenue to Mill Street; Gobbi Street: reconstruct from Highway 101 to Dora Street; Main Street: reconstruct from Gobbi to Norton streets; Perkins Street: Main Street to Hwy. 101; Dora and State streets: overlay Beacon Lane to Washington Avenue; Clara Avenue: reconstruct/overlay from State Street to North Orchard Avenue; and Low Gap Road: reconstruct/overlay from State to Bush streets. The estimated cost is \$30 million.

**Estimated Sources and Uses**

The estimated sources and uses of funds relating to the Bonds are as follows:

Sources:

Principal Amount of Bonds

\$

*TOTAL SOURCES*

\$

Uses:

Deposit to Project Fund

Deposit to Reserve Fund<sup>(1)</sup>Costs of Issuance<sup>(2)</sup>*TOTAL USES*

\$

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(1) Represents the initial Reserve Requirement for the Bonds.

(2) Represents funds to be used to pay Costs of Issuance, which include rating agency fees, bond counsel, disclosure counsel, Trustee fees, Underwriter's discount and other costs of issuing the Bonds.

## THE LEASED PROPERTY

### Leased Property

The Leased Property consist of all of the City streets [and \_\_\_\_\_(?)], which total approximately 355 City streets constituting an estimated 113 lane miles. Simultaneously with the delivery of the Bonds, the Authority will acquire a leasehold interest in the Leased Property from the City. The Authority will sublease the Leased Property to the City pursuant to the Lease. Under the Lease, the City has agreed to maintain the Leased Property in good working condition.

The Leased Property is also subject to a lease entered into by the City (the “2020 Lease”) in connections with the Authority’s Lease Revenue Bonds, Series 2020A and Taxable Lease Revenue Bonds, Series 2020B, outstanding in the combined principal amount of \$52,250,000 (the “2020 Bonds”). The City estimates that the Leased Property has a value of at least the aggregate principal amount of the Bonds and the remaining principal balance of the 2020 Bonds. The City and the Authority, based on records they maintain, estimate the current annual fair rental value of the Leased Property to be not less than the amount of the annual Lease Payments and the annual payments due under the 2020 Lease.

Bondholders do not have a mortgage on any portion of the Leased Property. The Trustee does not have the right to resell, relet or take possession of the Leased Property in the Event of Default. See “BOND OWNERS’ RISKS – Limited Recourse on Default; No Right to Repossess; No Acceleration of Lease Payments” and “SECURITY FOR THE BONDS – Remedies on Default” herein.

### Substitution and Release

***Substitution of Lease Property.*** Under the Lease, the City has the option at any time and from time to time, to substitute other real property (the “**Substitute Property**”) for the Leased Property or any portion thereof (the “**Former Property**”), upon satisfaction of all of the conditions set forth in the Lease, which include (among others) the following:

- The City must file with the Authority and the Trustee, and cause to be recorded in the office of the Mendocino County Recorder sufficient memorialization of, an amendment of the Site Lease, Lease and Assignment Agreement that adds the legal description of the Substitute Property and deletes therefrom the legal description of the Former Property.
- The City must certify in writing to the Authority and the Trustee that the Substitute Property serves the municipal purposes of the City and constitutes property which the City is permitted to lease under the laws of the State of California, and has been determined to be important to the proper, efficient and economic operation of the City and to serve a proper governmental function of the City.
- The City must file with the Authority and the Trustee a written certificate of the City or other written evidence stating that the estimated fair rental value of the Leased Property following the substitution will be at least equal to the aggregate principal amount of the Bonds then outstanding, and that the useful life of the Substitute Property at least extends to the stated termination date of the Lease.

Upon the satisfaction of all the conditions precedent contained in the Lease, the term of the Lease will end as to the Former Property and commence as to the Substitute Property, and all references to the Former Property will apply with full force and effect to the Substitute Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of any substitution of property under this provision of the Lease.

***Release of Leased Property.*** Under the Lease, the City has the option at any time and from time to time to release any portion of the Leased Property from the Lease (the “**Released Property**”) provided that the City has satisfied all of the requirements under the Lease that are conditions precedent to such removal, which include (among others) the following:

- The City must file with the Authority and the Trustee, and cause to be recorded in the office of the Mendocino County Recorder sufficient memorialization of, an amendment of the Lease, the Site Lease and the Assignment Agreement that removes the Released Property from the Site Lease, the Lease and the Assignment Agreement.
- The City must certify in writing to the Authority and the Trustee that the value of the property that remains subject to the Lease following such release is at least equal to the then outstanding principal amount of the Bonds, and the fair rental value of the property that remains subject to the Lease following such release is at least equal to the Lease Payments thereafter coming due and payable thereunder.

Upon the satisfaction of all the conditions precedent set forth in the Lease, the term of the Lease will end as to the Released Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release.



**DEBT SERVICE SCHEDULE**

The table below shows annual debt service payments on the Bonds.

| <b>Year Ending<br/>April 1</b> | <b>Principal</b> | <b>Interest</b> | <b>Total<br/>Debt Service</b> |
|--------------------------------|------------------|-----------------|-------------------------------|
|--------------------------------|------------------|-----------------|-------------------------------|

Total: \_\_\_\_\_

## THE BONDS

*This section provides summaries of the Bonds and certain provisions of the Indenture. See APPENDIX C for a more complete summary of the Indenture. Capitalized terms used but not defined in this section have the meanings given in APPENDIX C.*

### Authority for Issuance

The Bonds are being issued under the Bond Law, the Indenture, the Authority Resolution adopted by the Board of the Authority on [January 19], 2022, and the City Resolution adopted by the City Council on [January 19], 2022.

### General Provisions

**Bond Terms.** The Bonds will be dated their date of delivery and issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple of \$5,000. The Bonds will mature in the amounts and on the dates, and bear interest at the annual rates, set forth on the inside cover page of this Official Statement.

**Payments of Principal and Interest.** Interest on the Bonds will be payable on April 1 and October 1 in each year, beginning October 1, 2022 (each an “**Interest Payment Date**”). Interest on the Bonds is payable from the Interest Payment Date next preceding the date of its authentication unless: a Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date, a Bond is authenticated on or before 15 days prior to the first Interest Payment Date, in which event interest thereon will be payable from the Closing Date, or interest on any Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date.

Interest is computed on the basis of a 360-day year composed of 12 months of 30 days each and payable on each Interest Payment Date to the persons in whose names the ownership of the Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest on any Bond which is not punctually paid or duly provided for on any Interest Payment Date is payable to the person in whose name the ownership of such Bond is registered on the Registration Books at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee, notice of which is given to such Owner by first-class mail not less than 10 days prior to such special record date.

The Trustee will pay interest on the Bonds by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners of the Bonds at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. At the written request of the Owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Trustee as of any Record Date, the Trustee will pay interest on such Bonds on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request, which written request will remain in effect until rescinded in writing by the Owner.

*While the Bonds are subject to the book-entry system, the principal, interest and any redemption premium with respect to the Bonds will be paid by the Trustee to DTC for subsequent disbursement to beneficial owners of the Bonds. See “– Book-Entry Only System” below.*

**Record Date.** Under the Indenture, “**Record Date**” means, with respect to any Interest Payment Date, the 15th calendar day of the month preceding such Interest Payment Date, whether or not such day is a Business Day.

## **Transfer, Registration and Exchange**

*The following provisions regarding the exchange and transfer of the Bonds apply only during any period in which the Bonds are not subject to DTC’s book-entry system. While the Bonds are subject to DTC’s book-entry system, their exchange and transfer will be affected through DTC and the Participants and will be subject to the procedures, rules and requirements established by DTC. See “APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”*

**Bond Register.** The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which will upon reasonable notice as agreed to by the Trustee, be open to inspection during regular business hours by the Authority; and, upon presentation for such purpose, the Trustee will, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as provided in the Indenture.

**Transfer and Exchange.** Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee will require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond is or Bonds are surrendered for transfer, the Authority will execute and the Trustee will authenticate and deliver to the transferee a new Bond or Bonds of like series, interest rate, maturity and aggregate principal amount. The Authority will pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer of Bonds.

The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations and of the same series, interest rate and maturity. The Trustee will require the Owner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange. The Authority will pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange of Bonds.

The Trustee may refuse to transfer or exchange, under the provisions of the Indenture described above, any Bonds selected by the Trustee for redemption under the Indenture, or any Bonds during the period established by the Trustee for the selection of Bonds for redemption.

**Redemption\***

**Optional Redemption.** The Bonds maturing on or before April 1, \_\_\_\_\_, are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after April 1, \_\_\_\_\_, are subject to redemption in whole, or in part at the election of the Authority among maturities on such basis as designated by the Authority and by lot within a maturity, at the option of the Authority, on any date on or after April 1, \_\_\_\_\_, from any available source of funds, at a redemption price equal to 100% of the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

**Mandatory Sinking Fund Redemption.** The Bonds maturing April 1, \_\_\_\_\_ (the “**Term Bonds**”) are subject to mandatory redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on April 1 in the respective years as set forth in the following table; *provided, however*, that if some but not all of the Term Bonds have been optionally redeemed, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of the Term Bonds so redeemed, to be allocated among such sinking fund payments in integral multiples of \$5,000 as determined by the Authority (as set forth in a schedule provided by the Authority to the Trustee).

**Term Bonds Maturing April 1, \_\_\_\_\_**

| Sinking Fund<br>Redemption Date<br>(April 1) | Principal Amount<br>To Be Redeemed |
|----------------------------------------------|------------------------------------|
|----------------------------------------------|------------------------------------|

**Extraordinary Mandatory Redemption.** The Bonds are subject to mandatory redemption prior to maturity in whole or in part, among maturities as determined by the Authority, on any date, at a redemption price equal to 100% of the principal amount thereof to be redeemed (plus accrued but unpaid interest to the redemption date), without premium, from Net Proceeds received under from amounts deposited in the Insurance and Condemnation Fund under the Indenture, and any other funds available under the Indenture for purposes of that fund and/or Surplus Bond Proceeds.

**Selection of Bonds for Redemption.** Whenever provision is made in the Indenture for the redemption of less than all of the Bonds of a single maturity, the Trustee will select the Bonds of that maturity to be redeemed by lot in any manner which the Trustee in its sole discretion deems appropriate. For purposes of such selection, the Trustee will treat each Bond as consisting of separate \$5,000 portions and each such portion will be subject to redemption as if such portion were a separate Bond.

**Notice of Redemption.** The Trustee will give notice of redemption of the Bonds by first class mail, postage prepaid, not less than 20 nor more than 60 days before any redemption date, to the respective Owners of any Bonds designated for redemption at their addresses appearing

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\* Preliminary; subject to change.

on the Registration Books and to one or more Securities Depositories and to the Municipal Securities Rulemaking Board.

Neither the failure to receive any notice nor any defect therein will affect the sufficiency of the proceedings for such redemption or the cessation of accrual of interest from and after the redemption date. Notice of redemption of Bonds will be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

*However, while the Bonds are subject to DTC's book-entry system, the Trustee will be required to give notice of redemption only to DTC as provided in the letter of representations executed by the Authority and received and accepted by DTC. DTC and the Participants will have sole responsibility for providing any such notice of redemption to the beneficial owners of the Bonds to be redeemed. Any failure of DTC to notify any Participant, or any failure of Participants to notify the Beneficial Owner of any Bonds to be redeemed, of a notice of redemption or its content or effect will not affect the validity of the notice of redemption, or alter the effect of redemption set forth in the Indenture.*

**Rescission of Redemption Notice.** The Authority has the right to rescind any notice of the redemption of Bonds under the Indenture by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption will be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation will not constitute an Event of Default. The Authority and the Trustee have no liability to the Bond Owners or any other party related to or arising from such rescission of redemption. The Trustee will mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Indenture.

**Effect of Redemption.** When notice of redemption has been duly given as set forth in the Indenture, and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, including any applicable premium, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption will become due and payable, interest on the Bonds so called for redemption will cease to accrue, those Bonds (or portions thereof) will cease to be entitled to any benefit or security under the Indenture, and the Owners of those Bonds will have no rights in respect thereof except to receive payment of the redemption price thereof.

### **Book-Entry Only System**

The Bonds will be issued as fully registered bonds in book-entry only form, registered in the name of Cede & Co. as nominee of DTC, and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple of \$5,000, under the book-entry system maintained by DTC. While the Bonds are subject to the book-entry system, the principal, interest and any redemption premium with respect to a Bond will be paid by the Trustee to DTC, which in turn is obligated to remit such payment to its DTC Participants for subsequent disbursement to Beneficial Owners of the Bonds. Purchasers of the Bonds will not receive certificates representing their interests therein, which will be held at DTC.

See "APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM" for further information regarding DTC and the book-entry system.

## SECURITY FOR THE BONDS

*The principal of and interest on the Bonds are not a debt of the Authority or the City, nor a legal or equitable pledge, charge, lien or encumbrance, upon any of their respective property, or upon any of their income, receipts, or revenues except the Revenues and other amounts pledged under the Indenture.*

*This section provides summaries of the security for the Bonds and certain provisions of the Indenture, the Lease and the Site Lease. See “APPENDIX C – Summary of Principal Legal Documents” for a more complete summary of the Indenture, the Lease, the Site Lease and the Assignment Agreement. Capitalized terms used but not defined in this section have the meanings given in APPENDIX C.*

### Revenues; Pledge of Revenues

***Pledge of Revenues and Other Amounts.*** Under the Indenture, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, all of the Revenues and all amounts (including proceeds of the sale of the Bonds) held in any fund or account established under the Indenture are pledged to secure the payment of the principal of and interest and premium (if any) on the Bonds in accordance with their terms and the provisions of the Indenture. This pledge constitutes a lien on and security interest in the Revenues and such amounts and will attach, be perfected and be valid and binding from and after the Closing Date, without the need for any physical delivery thereof or further act.

“**Revenues**” are defined in the Indenture as all amounts received by the Authority or the Trustee under or with respect to the Lease, including, without limiting the generality of the foregoing, all of the Lease Payments (including both timely and delinquent payments, any late charges, and whether paid from any source), but excluding (i) any amounts the City is obligated to pay under the Lease or under another lease as additional amounts of rental for the use and occupancy of the Leased Property if such additional amounts of rental are pledged or assigned for the payment of any bonds, notes, leases or obligations other than the Bonds, (ii) any Additional Rental Payments (described below); and all interest, profits or other income derived from the investment of amounts in any fund or account established under the Indenture. (a)

### Assignment to Trustee

Under the Assignment Agreement, the Authority will transfer to the Trustee all of the rights of the Authority in the Lease (other than the rights of the Authority under the provisions of the Lease regarding Additional Rental Payments, repayment of advances, indemnification, and the payment of attorneys’ fees). The Trustee is entitled to collect and receive all of the Revenues, and any Revenues collected or received by the Authority will be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and will immediately be paid by the Authority to the Trustee. The Trustee is also entitled to and will, subject to the provisions of the Indenture regarding duties of the Trustee, take all steps, actions and proceedings which the Trustee determines to be reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City under the Lease.

## Allocation of Funds by Trustee

***Deposit of Revenues into Bond Fund.*** All Revenues shall be promptly deposited by the Trustee upon receipt thereof in a special fund designated as the “Bond Fund” which the Trustee shall establish, maintain and hold in trust; except that all moneys received by the Trustee and required under the Indenture or under the Lease to be deposited in the Redemption Fund or the Insurance and Condemnation Fund shall be promptly deposited in such funds. All Revenues deposited with the Trustee shall be held, disbursed, allocated and applied by the Trustee only as provided in the Indenture. Any surplus remaining in the Bond Fund, after payment in full of (i) the principal of and interest on the Bonds or provision therefore under the Indenture, and (ii) any applicable fees and expenses to the Trustee, shall be withdrawn by the Trustee and remitted to the City.

***Transfers from the Bond Fund.*** On or before each Interest Payment Date, the Trustee will transfer from the Bond Fund and deposit into the following respective accounts (each of which the Trustee will establish and maintain within the Bond Fund), the following amounts in the following order of priority:

***Deposit to Interest Account.*** The Trustee will deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to be at least equal to the amount of interest becoming due and payable on such Interest Payment Date on all Bonds then Outstanding.

***Deposit to Principal Account.*** The Trustee will deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds coming due and payable on such Interest Payment Date.

### ***Application of Accounts within Bond Fund.***

***Application of Interest Account.*** All amounts in the Interest Account will be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it comes due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

***Application of Principal Account.*** All amounts in the Principal Account will be used and withdrawn by the Trustee solely to pay the principal amount of the Bonds at their respective maturity dates.

***Application of Redemption Fund.*** The Trustee shall establish and maintain the Redemption Fund, into which the Trustee shall deposit a portion of the Revenues received, in accordance with a Written Request of the Authority, amounts in which shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and premium (if any) of any Bonds to be optionally redeemed under the Indenture.

***Reserve Fund.*** Upon delivery of the Bonds, the Trustee will establish a special fund designated as the “Reserve Fund” which the Trustee shall maintain and hold in trust; and deposit there in an amount of the proceeds equal to the “**Reserve Requirement**,” which means, as of any date of calculation thereof by the Authority, an amount equal to the lesser of (a) 10% of the original principal amount of such series of Bonds, (b) the maximum amount of debt service coming due in the current or any future Bond Year with respect to such series of Bonds, or (c) 125% of

average annual debt service for such series of Bonds. The initial Reserve Requirement may be recalculated by the Authority on any date; all amounts on deposit in the Reserve Fund in excess of the Reserve Requirement as calculated from time to time, and all amounts derived from the investment of amounts in the Reserve Fund which are not required to be retained therein to maintain the Reserve Requirement, will be available for transfer by the Trustee to the Bond Fund.

The Authority has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, as defined in the Indenture.

If five Business Days prior to any Interest Payment Date the moneys available in the Bond Fund do not equal the amount of the Lease Payment then coming due and payable, the Trustee shall apply the moneys available in the Reserve Fund to make such payments on behalf of the Authority by transferring the amount necessary for this purpose to the Bond Fund. Upon receipt of any delinquent Lease Payment with respect to which moneys have been advanced from the Reserve Fund, such Lease Payment shall be deposited in the Reserve Fund to the extent of such advance, as needed to provide the Reserve Requirement.

If on any Interest Payment Date, the moneys on deposit in the Reserve Fund and the Bond Fund are sufficient to pay or prepay all Outstanding Bonds, including all principal, interest and prepayment premiums (if any) thereon, the Trustee shall, upon the written request of the Authority, transfer all amounts then on deposit in the Reserve Fund to the Bond Fund to be applied for such purpose to the payment of the Lease Payments on behalf of the Authority.

## **Lease Payments**

***Requirement to Make Lease Payments.*** Under the Lease, subject to the provisions of the Lease concerning rental abatement (see – “Abatement,” below) and prepayment of Lease Payments, the City agrees to pay to the Authority, its successors and assigns, the Lease Payments in the respective amounts specified in the Lease, to be due and payable in immediately available funds on the Interest Payment Dates immediately following each of the respective Lease Payment Dates specified in the Lease, and to be deposited by the City with the Trustee on each of the Lease Payment Dates specified in the Lease (defined as the 5th Business Day immediately preceding each Interest Payment Date).

Any amount held in the Bond Fund, the Interest Account and the Principal Account on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole under the Lease, and amounts required for payment of past due principal or interest on any Bonds not presented for payment) will be credited towards the Lease Payment then required to be paid hereunder.

The City is not required to deposit any Lease Payment with the Trustee on any Lease Payment Date if the amounts then held in the Bond Fund, the Interest Account and the Principal Account are at least equal to the Lease Payment then required to be deposited with the Trustee.

The Lease Payments payable in any Rental Period are for the use of the Leased Property during that Rental Period.

***Rate on Overdue Lease Payments.*** If the City fails to make any of the payments of Lease Payments required in the Lease, the payment in default will continue as an obligation of



the City until the amount in default has been fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment at the highest rate of interest on any Outstanding Bond.

***Fair Rental Value.*** The aggregate amount of the Lease Payments and Additional Rental Payments coming due and payable during each Rental Period constitute the total rental for the Leased Property for such Rental Period, and are payable by the City in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Rental Period. The Authority and the City have agreed and determined that the total Lease Payments represent the fair rental value of the Leased Property. In making that determination, consideration has been given to the estimated value of the Leased Property, other obligations of the City and the Authority under the Lease, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the City and the general public.

***Additional Rental Payments.*** In addition to the Lease Payments, the City shall pay when due the following amounts of Additional Rental Payments in consideration of the lease of the Leased Property by the City from the Authority:

- (a) All fees and expenses incurred by the Authority in connection with or by reason of its leasehold estate in the Leased Property, when due;
- (b) All reasonable compensation to the Trustee for all services rendered under the Indenture and for all reasonable expenses, charges, costs, liabilities, legal fees and other disbursements incurred in and about the performance of its powers and duties under the Indenture;
- (c) The reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under the Lease or the Indenture;
- (d) Amounts coming due and payable as Excess Investment Earnings in accordance with the Lease; and
- (e) The reasonable out-of-pocket expenses of the Authority in connection with the execution and delivery of the Lease or the Indenture, or in connection with the issuance of the Bonds, including but not limited to any and all expenses incurred in connection with the authorization, sale and delivery of the Bonds, or incurred by the Authority in connection with any litigation which may at any time be instituted involving the Lease, the Bonds, the Indenture or any of the other documents contemplated thereby, or otherwise incurred in connection with the administration of the Lease.

### **Limited Obligation**

THE OBLIGATION OF THE CITY TO MAKE THE LEASE PAYMENTS DOES NOT CONSTITUTE A DEBT OF THE CITY, THE AUTHORITY OR THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMIT OR RESTRICTION, AND DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF

TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

### **No Additional Bonds**

Under the Indenture, the Authority covenants that no additional bonds, notes or other indebtedness will be issued or incurred which are payable out of the Revenues in whole or in part. The Lease provides that the Lease may be amended to obligate the City to pay additional amounts of rental for the use and occupancy of the Leased Property, but only if

(a) such additional amounts of rental are pledged or assigned for the payment of any bonds, notes, leases or other obligations the proceeds of which are applied to finance or refinance the acquisition or construction of any real or personal property for which the City is authorized to expend funds subject to its control,

(b) the City has obtained and filed with the Trustee an appraisal or other written evidence that the value of the Leased Property is at least equal to the aggregate principal amount of the Outstanding Bonds and all such other bonds, notes, leases or other obligations, and

(c) the City has filed with the Trustee written evidence that the amendments made for this purpose will not of themselves cause a reduction or withdrawal of any rating then assigned to the Bonds.

### **Source of Lease Payments; Covenant to Budget and Appropriate**

The Lease Payments are payable from any source of available funds of the City, subject to the provisions of the Lease regarding abatement. See “– Abatement” herein.

Under the Lease, the City covenants to take all actions required to include the Lease Payments in each of its budgets during the Term of the Lease and to make the necessary appropriations for all Lease Payments and Additional Rental Payments. This covenant of the City constitutes a duty imposed by law and each and every public official of the City is required to take all actions required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in the Lease agreed to be carried out and performed by the City.

### **Abatement**

***Termination or Abatement Due to Eminent Domain.*** Under the Lease, if the Leased Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of the Lease thereupon ceases as of the day possession is taken. If less than all of the Leased Property is taken permanently, or if the Leased Property is taken temporarily, under the power of eminent domain, then:

(a) the Lease will continue in full force and effect with respect thereto and does not terminate by virtue of such taking, and the parties waive the benefit of any law to the contrary; and

(b) the Lease Payments are subject to abatement in an amount determined by the City such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property.

***Abatement Due to Damage or Destruction.*** The Lease Payments are subject to abatement during any period in which by reason of damage or destruction (other than by eminent domain as described above) there is substantial interference with the use and occupancy by the City of the Leased Property or any portion thereof.

In the case of damage or destruction of only a portion of the Leased Property, the Lease Payments are subject to abatement in an amount determined by the City such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property not damaged or destroyed. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction.

If any such damage or destruction occurs, the Lease continues in full force and effect and the City waives any right to terminate this Lease by virtue of any such damage and destruction. The City must maintain title insurance on the Leased Property during the term of the Lease, which proceeds would be available to pay Lease Payments in the event of a title defect.

### **Remedies on Default**

Failure by the City to make Lease Payments, or failure to pay Additional Rental Payments or to observe and perform any other terms, covenants or conditions contained in the Lease or in the Indenture for a period of 30 days after written notice of such failure and request that it be remedied has been given to the City by the Authority or the Trustee, constitute Events of Default under the Lease. Such events permit the Trustee or the Authority to pursue any and all available remedies. However, notwithstanding anything in the Lease or in the Indenture to the contrary, neither the Authority nor the Trustee have any right, under the Lease, the Site Lease or otherwise, to sell, repossess or re-lease the Leased Property, nor is there any right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments that are not then in default to be immediately due and payable. See “BOND OWNERS’ RISKS – Limited Recourse on Default; No Right to Repossess; No Acceleration of Lease Payments” herein.

Following an event of default, the Authority or the Trustee may elect either to terminate the Lease and seek to collect damages from the City or to maintain the Lease in effect and seek to collect the Lease Payments as they become due. Under the Assignment Agreement, the Authority assigns all of its rights with respect to remedies in an Event of Default to the Trustee, so that all such remedies will be exercised by the Trustee and the Bond Owners as provided in the Indenture. See “BOND OWNERS’ RISKS – Limited Recourse on Default; No Right to Repossess; No Acceleration of Lease Payments” herein.

In the Event of Default, there is no remedy of acceleration of the total Lease Payments due over the term of the Lease and neither the Authority nor the Trustee are empowered to sell or re-let the Leased Property and use the proceeds of such sale or re-letting to redeem the Certificates or pay debt service with respect thereto.

The City will be liable only for Lease Payments on an annual basis and, in the Event of Default, the Authority or Trustee would be required to seek a separate judgment each year for that year’s defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against municipalities in California, including a limitation on enforcement of judgments against funds of a Fiscal Year other than the Fiscal Year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

## Property Insurance

***Liability and Property Damage Insurance.*** Under the Lease, the City is required to maintain or cause to be maintained throughout the Term of the Lease, but only if and to the extent available from reputable insurers at reasonable cost in the reasonable opinion of the City, a standard commercial general liability insurance policy or policies in protection of the Authority, the City, and their respective members, officers, agents, employees and assigns.

Such policy or policies must provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such policy or policies must provide coverage in such liability limits and be subject to such deductibles as the City deems adequate and prudent.

Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City, subject to the provisions of the Lease regarding self-insurance, or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. The proceeds of such liability insurance must be applied toward extinguishment or satisfaction of the liability with respect to which paid.

***Casualty Insurance.*** Under the Lease, the City is required to procure and maintain, or cause to be procured and maintained, throughout the Term of the Lease, casualty insurance against loss or damage to all buildings situated on the Leased Property, in an amount at least equal to the lesser of (a) 100% of the replacement value of the insured buildings, or (b) 100% of the aggregate principal amount of the Outstanding Bonds.

Such insurance must, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, fire and such other hazards as are normally covered by such insurance, and must include earthquake insurance if available at reasonable cost from reputable insurers in the judgment of the City. Such insurance may be subject to such deductibles as the City deems adequate and prudent.

Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers agency or other program providing pooled insurance; provided that such insurance may not be maintained by the City in the form of self-insurance. The Net Proceeds of such insurance must be applied as provided in the Lease.

***Insurance Net Proceeds; Form of Policies.*** Each policy of casualty insurance, rental interruption insurance, and title insurance if any, maintained under the Lease must name the Trustee as loss payee so as to provide that all proceeds thereunder are payable to the Trustee. The City shall pay or cause to be paid when due the premiums for all insurance policies required by the Lease. All such policies shall provide that the Trustee is given 30 days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby.

The City must file with the Trustee annually, within 90 days following the close of each Fiscal Year, a certificate of the City stating that all policies of insurance required under the Lease are then in full force and effect. The Trustee has no responsibility for the sufficiency, adequacy

or amount of any insurance or self-insurance herein required and is fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

If any liability and property damage insurance maintained under the Lease is provided in the form of self-insurance, the City must file with the Trustee annually, within 90 days following the close of each Fiscal Year, a statement of the risk manager of the City or an independent insurance adviser engaged by the City identifying the extent of such self-insurance and stating the determination that the City maintains sufficient reserves with respect thereto. If any such insurance is provided in the form of self-insurance by the City, the City has no obligation to make any payment with respect to any insured event except from those reserves.

## **THE AUTHORITY**

The Authority is a joint exercise of powers authority duly organized and existing under and pursuant to that Joint Exercise of Powers Agreement dated as of May 5, 2020, by and between the City and the Industrial Development Authority of the City of Ukiah, and under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code.

The Authority was formed for the purpose, among others, of assisting the City in the acquisition, construction and financing of public improvements that are of public benefit to the City. Under the Law, the Authority has the power to lease real property in furtherance of the acquisition of public improvements necessary or convenient for the operation of the City, or to purchase bonds issued by any local agency at public or negotiated sale and may sell such bonds to public or private purchasers at public or negotiated sale.

The Authority is governed by a five-member Board of Directors (the "Board"), which consists of the members of the City Council of the City. The Mayor and the Vice Mayor of the City serve as the Chair and Vice Chair, respectively, the City Manager serves as the Executive Director, the City Clerk serves as the Secretary, and the City's Finance Director serves as the Treasurer of the Authority.

The Authority covenants in the Indenture to maintain its existence as a joint exercise of powers agency while any Bonds are Outstanding, including by substituting a new member for the Successor Agency if determined to be necessary for such purpose.

## **THE CITY**

### **General**

The City of Ukiah is the county seat and largest city in Mendocino County. City Hall is located at 300 Seminary Avenue, Ukiah, California. The Ukiah Police Department is also located at City Hall. The City encompasses approximately five square miles and is located in Mendocino County, approximately 100 miles north of San Francisco in the northern coastal region of the State on U.S. Highway 101. The area is centrally located between the San Francisco Bay area, Eureka and Sacramento.

The City was incorporated in 1876 and is a general law city operating under a City Council/City Manager form of government. The City has an estimated population of approximately

15,526 people, with approximately 104,452 people living within a 30-minute drive radius. The City's Fiscal Year begins on July 1 and ends June 30 of the following year. The City enjoys a moderate climate, with summers that are long, comfortable, arid, and mostly clear and the winters that are short, cold, wet, and partly cloudy.

With both City and County administrative offices within the City, Ukiah boasts a large number of public sector employment opportunities, particularly in education and social services. Outside the public sector, the City is known for strong retail and service industries and a tourism industry catering to travelers and adventurers looking to explore the Ukiah Valley. Additionally, the City is surrounded by mineral rich agricultural lands capable of supporting viticulture operations. In recent years, the region has seen an increase in local vineyards opening adjacent to the City. The increase in local wine production and processing reflects the increasing popularity of the Ukiah Valley as a wine region and destination.

The City provides police, fire, street and infrastructure maintenance, storm drain, park and community recreation, museum, community development and other services to residents. The City also provides water, wastewater and electric services through the operations of its utility enterprises and operates an airport, golf course and civic center.

For additional background, and certain demographic and economic information regarding the City and the County, see APPENDIX B. Historical information set forth in this Official Statement, including Appendix B hereto, is not intended to be predictive of future results.

## City Government

The City operates under a Council-City Manager structure of government. Policy making and legislative authority are vested in the City Council, which is responsible, among other matters, for passing resolutions and ordinances, adopting the City budget, appointing committees, and hiring the City Manager. The City Council is comprised of five members elected by the voters citywide, serving in staggered 4-year terms.

The Mayor is appointed by the City Council to one-year terms, and the Council is elected to four- year staggered terms, with members elected every two years. The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments.

The City Council of the City currently consists of the following persons:

| <b>Name and Office</b>                 | <b>Current Term Expires</b> |
|----------------------------------------|-----------------------------|
| Juan Orozco, <i>Mayor</i>              | November 2022               |
| Jim Brown, <i>Vice-Mayor</i>           | November 2022               |
| Douglas Crane, <i>Council Member</i>   | November 2024               |
| Josefina Duenas, <i>Council Member</i> | November 2024               |
| Mari Rodin, <i>Council Member</i>      | November 2022               |

Following are short biographies of the City Manager and Finance Director:

**Sage Sangiacomo, City Manager.** Mr. Sangiacomo serves as the City Manager of the City and the Executive Director of the Authority. Mr. Sangiacomo has served as the City Manager of the City since June 2015 and has over 22 years of experience in municipal administration. In his role as City Manager, Mr. Sangiacomo serves as the administrative head of the City and is

responsible for the operation of all City departments. Prior to becoming City Manager, Mr. Sangiacomo served the City as a Community Services Supervisor from 1998 to 2005, the Community Services Director from 2005 to 2009 and an Assistant City Manager from 2009 to 2015. Mr. Sangiacomo is a credentialed city manager by the International City/County Managers Association and holds a bachelor's degree from the University of California, Davis.

***Kristine Lawler, City Clerk.*** The City Clerk is the local official who administers democratic processes such as elections, access to city records, and all legislative actions ensuring transparency to the public. The City Clerk acts as a compliance officer for the federal, state, and local statutes including the Political Reform Act, the Brown Act, and the Public Records Act. The City Clerk manages public inquiries and relationships and arranges for ceremonial and official functions.

## **Labor Relations**

The City had approximately 205 full and part-time employees as of June 30, 2021. City employees are represented by seven labor organizations. The City characterizes labor relations as being good, stable and productive. All seven labor organizations are currently operating under 1-year extensions of respective labor agreements. All of the agreements (inclusive of the one year extension) are effective through September 18, 2022. The City has not experienced a major work stoppage by City employees in the last five years.

## **CITY FINANCIAL INFORMATION**

### **Accounting and Financial Reporting**

The City maintains its accounting records in accordance with Generally Accepted Accounting Principles ("**GAAP**") and the standards established by the Governmental Accounting Standards Board ("**GASB**").

The Governmental Accounting Standards Board published its Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments, on June 30, 1999 ("**GASB Statement No. 34**"). GASB Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management's Discussion and Analysis; (ii) government-wide financial statements prepared using the economic measurement focus and the accrual basis of accounting and fund financial statements prepared using both the current financial resources measurement focus and the modified accrual method of accounting (governmental funds) and funds using the economic measurement focus and the accrual basis of accounting (proprietary funds) and (iii) required supplementary information. The City's financial statements are prepared in conformance with the requirements of GASB Statement No. 34.

In the government-wide Statement of Net Position and Statement of Activities in the City's audited financial statements for the Fiscal Year ending June 30, 2021, both governmental and proprietary activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset is used.

Revenues, expenses, gains, losses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when "measurable and available." Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The City defines available to be within 60 days of year-end. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for principal and interest on long-term liabilities, claims and judgments, and compensated absences, which are reported when due. Governmental capital asset acquisitions are reported as expenditures in governmental funds. Proceeds for governmental long-term liabilities and acquisitions under capital leases are reported as other financing sources.

Those revenues susceptible to accrual include taxes and intergovernmental revenues. All other revenue items are considered to be measurable and available only when cash is received by the government. Impact fees are received and recognized as revenue upon project completion and inspection. Certain indirect costs are included in program expenses reported for individual functions and activities.

Grant revenues are recognized in the Fiscal Year in which all eligibility requirements are met. Under the terms of grant agreements, the City may fund certain programs with a combination of cost-reimbursement grants, categorical block grants, and general revenues. Thus, both restricted and unrestricted net position are available to finance program expenditures. The City's policy is to first apply restricted grant resources to such programs, followed by general revenues if necessary.

All proprietary funds utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset is used. Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary funds' principal operations. The principal operating revenues of the enterprise and internal service funds are charges for services. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

The City's fiduciary funds consist of a private-purpose trust fund, which is reported using the economic resources measurement focus, and agency funds, which have no measurement focus, but utilizes the accrual basis for reporting assets and liabilities.

The City Council employs, at the beginning of each Fiscal Year, an independent certified public accounting firm which, at such time or times as specified by the City Council, at least annually, at such other times as such firm shall determine, examines the books, records, inventories and reports of all officers and employees who receive, control, handle or disburse public funds and of all such other officers, employees or departments as the City Council may direct. As soon as practicable after the end of the Fiscal Year, a final audit and report is submitted by such firm to the City Council and a copy of the financial statements as of the close of the Fiscal Year is published.



## COVID-19 Pandemic

The City continues to monitor the spread of COVID-19 and is working with local, state, and national agencies to address the potential impact of the pandemic upon the City. There can be no assurances that the spread of COVID-19 and/or responses intended to slow the spread of COVID-19 such as declining business and travel activity, will not materially adversely impact the state and national economies and, accordingly, materially adversely impact the financial condition of the City and the City's General Fund. In addition, the City may experience increased personnel costs and/or reduced revenues due to the COVID-19 situation and the related impact on economic and other activity in and around the City. See the references to COVID-19 in the following subsection in connection with the unknown impacts on the City's budgeting process.

## General Fund, the Budget Process and Information

The City's General Fund is its primary operating fund, and is where the City accounts for all its general-purpose revenues. It is distinguished from the City's other governmental funds that are used to account for special purpose revenues, capital projects, debt service activities, and monies held for the benefit of others.

The City operates on a Fiscal Year basis that begins on the first day of July of each year and ends on the thirtieth day of June the following year. The annual budget adopted by the City Council provides for the general operation of the City. Development of the City's annual budget is a process which generally begins in February and March and continues until the budget is adopted by the City Council in June. The General City Budget includes programs which are provided on a largely city-wide basis. The programs and services are financed primarily by the City's share of sales tax, property tax, revenues from the State and/or federal government, and charges for services provided.

The City Council approves total budgeted appropriations and any amendments to appropriations throughout the Fiscal Year. Appropriations lapse at Fiscal Year-end. The City Council generally reauthorizes appropriations for continuing projects and activities. The City Council has the legal authority to amend the budget of any fund at any time during the Fiscal Year. The budgetary level of control (the level on which expenditures may not legally exceed appropriations) is generally at the fund level. The City Manager is authorized to transfer budgeted amounts within departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

***Long-Term Financial Planning.*** The City incorporates long-term financial planning into its budget process in several ways.

First, the City has established a set of financial policies that establish goals for the allocation of public resources in the manner best suited to the efficient provision of City services to citizens and visitors present within the City. Some of these policies call for maintaining adequate cash reserves and providing on-going maintenance of infrastructure and buildings, which are vital to sound fiscal management.

Second, the Council undertakes a strategic planning process to establish goals and priorities for the organization after taking into account public input. Specifically, the Council engaged the community at a public hearing and by soliciting ideas and input through a variety of

means. Based on this input, the City Council adopts goals, objectives, and resources permit objectives.

Third, the City maintains a long-range capital planning process that helps drive annual capital funding decisions as well as periodic bond issues for larger investments.

Finally, all Governmental Accounting Standards Board pronouncements are monitored and implemented into the City's financial statements.

**Budgetary Control Policy.** The City maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the City Council. Activities of the general fund, special revenue funds, debt service funds, capital projects funds, enterprise funds, and internal service funds are included in the annual appropriated budget. A Five- Year Capital Improvement Plan is also adopted for the capital projects. The level of budgetary control (the level at which expenditures cannot legally exceed the appropriated amount) is established by function and activity within an individual fund.

The City's budgetary records are maintained on a modified accrual basis. Revenues are recorded when measurable and available and expenditures are recorded when goods or services are received and the liability incurred. Based on the City's financial management policies, the City is required to maintain a balanced operating budget, which is adopted by resolution on or before June 30th for the ensuing Fiscal Year.

Following the adoption of the budget, it is sometimes necessary to amend the budget. Appropriations in the budget may be adjusted by recommendation of the Finance Director and approval by the City Manager when the budget is not increased in total amount. Savings from appropriations in one section of a department budget may be used to fund another section of a department budget. Any increase in appropriations that increases the total adopted budget must be approved by the City Council. The City Council formally reviews

the City's fiscal condition and amends appropriations, if necessary, six months after the beginning of each fiscal year.

The adopted budget for fiscal year 2021-22 was approved on June 16, 2021 (the "**Adopted Budget**"). The Adopted Budget projects General Fund revenues in fiscal year 2021-22 to be approximately \$33 million.

Understanding COVID-19 will impact directly the City's finances for fiscal years 2021-22, the City adopted a conservative budget for fiscal year 2020-21. The City's economic health depends largely on the economic health of our local businesses. Nearly 75% of the City's General Fund revenue is comprised of taxes--sales tax, transient occupancy (lodging) tax, gas tax, etc. all of which were significantly impacted during the pandemic. The City also anticipated that the utility operations would be impacted by revenue declines ranging from 5% -8%. The City budgeted accordingly. The actual impacts varied tremendously. While some businesses grounded to a halt during the shelter-in-place, others adapted and even thrived. Although the City's revenues shifted significantly in some areas, the overall impact has not been as devastating as was anticipated.

The City expects to consider an update and revision to the Adopted Budget quarterly, as the City receives more data about COVID-19's impacts on the local economy and the City's

operations and finances. The City does not currently believe that the COVID-19 outbreak will materially adversely affect its ability to pay Base Rental Payments. See the caption “– COVID-19 Pandemic” above for a discussion of the potential impact of COVID-19 on the City’s operations and finances.

Current Budget and Historical Budget Information. Set forth in Table 1 are the General Fund budgets that were adopted for Fiscal Years 2020-21 and 2021-22 compared to the estimated actual results for Fiscal Years 2020-21. During each Fiscal Year, the budget may be amended and revised as necessary by the City Council.

**TABLE 1**  
**City of Ukiah General Fund Budget Summary**  
**Fiscal Years 2020-21 and 2021-22**

|                                  | <b>2020-21<br/>Adopted Budget</b> | <b>2020-21<br/>Estimated Actuals</b> | <b>2021-22<br/>Adopted Budget</b> |
|----------------------------------|-----------------------------------|--------------------------------------|-----------------------------------|
| <b>Revenues</b>                  |                                   |                                      |                                   |
| Taxes                            | \$18,977,091                      | \$19,478,520                         | \$19,957,835                      |
| Charges for service              | 2,250,271                         | 1,874,847                            | 1,789,801                         |
| Grants and subventions           | 2,734,988                         | 2,173,760                            | 751,533                           |
| Use of money and property        | 157,122                           | 102,317                              | 92,916                            |
| Fines, forfeitures and penalties | 60,691                            | 77,500                               | 55,000                            |
| Licenses, permits and franchises | 2,089,845                         | 2,158,401                            | 2,167,625                         |
| Other revenues                   | 366,200                           | 53,576                               | 1,719,937                         |
| Other financing sources          | 120,000                           | 259,000                              | 6,603,560                         |
| <b>Total Revenues</b>            | <b>\$26,765,207</b>               | <b>\$26,177,921</b>                  | <b>\$33,138,207</b>               |
| <b>Expenditures</b>              |                                   |                                      |                                   |
| Non-departmental                 | 3,427,457                         | 3,767,157                            | 7,487,793                         |
| Legislative                      | --                                | --                                   | --                                |
| City manager                     | 129,766                           | 184,172                              | 200,136                           |
| Finance                          | 6,820                             | --                                   | --                                |
| City attorney                    | --                                | --                                   | --                                |
| City treasurer                   | --                                | --                                   | --                                |
| Human resources/risk management  | 1                                 | 520                                  | --                                |
| Police                           | 9,000,509                         | 9,072,190                            | 9,718,427                         |
| Fire authority                   | 3,176,460                         | 3,868,051                            | 6,285,013                         |
| Community services               | 3,070,582                         | 3,316,024                            | 3,386,998                         |
| Community development            | 1,142,970                         | 1,134,271                            | 1,302,174                         |
| Public works                     | 4,146,960                         | 3,213,755                            | 1,716,377                         |
| <b>Total Expenditures</b>        | <b>\$24,101,524</b>               | <b>\$24,556,139</b>                  | <b>\$30,096,918</b>               |

Source: City of Ukiah - 2020-21 and 2021-22 Adopted Budgets.

**General Fund Key Revenue Sources.** The four major general fund revenue sources of the City, which together accounted in Fiscal Year 2020-21 for approximately 82% of the general fund revenues (collectively, the “**Key Revenue Sources**”), are Sales Tax (approximately 57.9% of total general fund revenue), Property Tax (approximately 12.7% of total general fund revenue), Franchise Taxes (approximately 6.7% of total general fund revenue) and Transient Occupancy Tax (approximately 5.1% of total general fund revenues). Also see “APPENDIX A – AUDITED FINANCIAL STATEMENTS OF THE CITY FOR FISCAL YEAR 2020-21” herein.

The City’s receipt of taxes and other revenue will likely be impacted by the economic effects of the coronavirus. See “RISK FACTORS – COVID-19 Pandemic” and “– General Fund, the Budget Process and Information” for a description of the projected impact that COVID-19 will have on the City’s finances.

The following Table 2 sets forth the audited revenues received by the City for each of the Key Revenue Sources for Fiscal Years 2016-17 through 2020-21, which have been totaled and compared to the prior Fiscal Year to illustrate the amount and percent of change.

**Table 2**  
**CITY OF UKIAH**  
**Fiscal Years 2016-17 through 2020-21**  
**General Fund Key Revenue Sources and Change From Prior Year<sup>(1)</sup>**

| <b>Fiscal Year</b> | <b>Sales Taxes</b> | <b>Property Taxes</b> | <b>Franchise Taxes</b> | <b>Transient Occupancy</b> | <b>Total of Key Tax Sources</b> | <b>% Change From Prior Year</b> |
|--------------------|--------------------|-----------------------|------------------------|----------------------------|---------------------------------|---------------------------------|
| 2016-17            | \$9,805,225        | \$1,470,323           | \$1,551,794            | \$1,302,336                | \$14,129,678                    | --%                             |
| 2017-18            | 10,802,364         | 2,838,902             | 1,653,146              | 1,406,417                  | 16,700,829                      | 18.2                            |
| 2018-19            | 11,974,379         | 2,984,192             | 1,781,141              | 1,496,473                  | 18,236,185                      | 9.2                             |
| 2019-20            | 13,313,206         | 3,139,960             | 1,742,671              | 1,365,477                  | 19,561,314                      | 7.3                             |
| 2020-21            | 15,535,021         | 3,408,846             | 1,815,271              | 1,362,134                  | 22,121,272                      | 13.1                            |

(1) Includes transfers in from other funds.

Source: City of Ukiah

The following Table 3 sets forth the audited revenues received by the City for the total of Key Revenue Sources and total of Other General Fund Revenue Sources for Fiscal Years 2018-19 through 2020-21.

**TABLE 3**  
**City of Ukiah**  
**General Fund Revenues by Revenue Source**  
**Fiscal Years 2018-19 through 2020-21**

| Category                               | 2018-19             |             | 2019-20             |             | 2020-21             |             |
|----------------------------------------|---------------------|-------------|---------------------|-------------|---------------------|-------------|
|                                        | Revenues            | % of Total  | Revenues            | % of Total  | Revenues            | % of Total  |
| <u>Taxes and revenues</u>              |                     |             |                     |             |                     |             |
| Property tax                           | \$2,984,192         | 14%         | \$3,139,960         | 14%         | \$3,408,846         | 13%         |
| Sales Tax                              | 11,974,379          | 56%         | 13,313,206          | 60%         | 15,535,021          | 58%         |
| Transient occupancy                    | 1,496,473           | 7%          | 1,365,477           | 6%          | 1,362,134           | 5%          |
| Business license tax                   | 293,706             | 1%          | 389,829             | 2%          | 484,533             | 2%          |
| Other taxes                            | 462                 | 0%          | 888                 | 0%          | 1,136               | 0%          |
| Franchise fees                         | 1,781,141           | 8%          | 1,742,671           | 8%          | 1,815,271           | 7%          |
| Charges for services                   | 1,615,737           | 8%          | 1,340,123           | 6%          | 2,434,204           | 9%          |
| Licenses and permits                   | 211,113             | 1%          | 259,533             | 1%          | 276,752             | 1%          |
| Grants and contributions and donations | 375,300             | 2%          | 170,187             | 1%          | 1,226,237           | 5%          |
| Intergovernmental                      | 142,885             | 1%          | 79,192              | 0%          | 77,668              | 0%          |
| Fines, penalties and forfeitures       | 33,588              | 0%          | 29,716              | 0%          | 25,933              | 0%          |
| Use of money and property              | --                  | 0%          | 203,726             | 1%          | 52,427              | 0%          |
| Miscellaneous <sup>(2)</sup>           | 426,525             | 2%          | 197,566             | 1%          | 138,952             | 1%          |
| <b>Total Revenues<sup>(1)</sup></b>    | <b>\$21,335,501</b> | <b>100%</b> | <b>\$22,232,074</b> | <b>100%</b> | <b>\$26,839,114</b> | <b>100%</b> |

(1) Totals may not add due to rounding.

(2) Includes facility rental, interest, rent and concessions.

Source: City of Ukiah - audited financial statements 2018-19 through 2020-21.

## Sales and Use Taxes

Sales & Use Taxes represents the largest source of tax revenues to the City's General Fund, accounting for approximately 13% of total General Fund revenues over the past three fiscal years. Sales & uses taxes are less stable sources of revenues to the City, given that they are based on consumer spending within the City which is impacted by a variety of factors including the overall economy and other factors.

**Measure P.** Measure P, passed by a simple majority (50 percent plus 1) of Ukiah voters in November of 2014, is a general (unrestricted) transaction and use tax. A general, unrestricted tax is one that can be used to fund any program, function, service, or project at the discretion of the City Council. It is not a special, restricted tax, which would require approval of two-thirds of the voting public. It continued a sun-set transaction and use tax, known as Measure S (2005), accompanied by an advisory Measure T (2005). Measure P, however, was passed with no advisory measure. The purpose of Measure P is to augment public safety expenditures to provide a higher level of police and fire service to the community. Amounts collected from the tax are to be used in addition to the commitment of the General Fund and not in replacement of.

**Measure Y.** Measure Y, passed by a simple majority (50 percent plus 1) of Ukiah voters in November of 2016, is a general (unrestricted) transaction and use tax. A general, unrestricted tax is one that can be used to fund any program, function, service, or project at the discretion of the City Council. It is not a special, restricted tax, which would require approval of two-thirds of the voting public. Measure Z, passed in conjunction with Measure Y, was a distinctly separate,

advisory Measure Y, indicating the voting public's preference for the use of Measure Y proceeds. Language for the two ballot measures was as follows:

**Ballot Measure “Y”:** Shall Ordinance No. 1165 be adopted to impose as a general tax an additional transaction (sales) and use tax of one-half of one percent within the city limits of the City of Ukiah to fund essential City services, including street repair and maintenance. Such tax increase is estimated to raise \$2,470,000 annually at a rate of 0.5 percent. The duration of the tax will continue unless or until the tax is repealed by majority vote in a municipal election.

**Advisory Measure “Z”:** Shall street repair and maintenance and related public infrastructure improvements be the exclusive use of the revenues from an additional 0.5 percent sales tax in the City of Ukiah and add to and not replace current spending for street maintenance and repair.

***Historic Taxable Transactions.*** The following table shows historical taxable transactions in the City for the most recent five years available.

**TABLE 4**  
**City of Ukiah**  
**Taxable Transactions**  
**Fiscal Years 2017 through 2021**  
**(In Thousands)**

|                                   | <b>2017</b>          | <b>2018</b>          | <b>2019</b>          | <b>2020</b>          | <b>2021</b>          |
|-----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Motor Vehicle and Parts Dealers   | \$61,547,375         | \$58,793,138         | \$59,115,235         | \$79,937,692         | \$93,853,086         |
| Home Furnishings and Appliances   | 9,449,811            | 8,609,539            | 8,660,568            | 8,238,280            | 10,243,291           |
| Building Materials                | 88,519,926           | 86,685,046           | 91,786,663           | 106,592,154          | 119,366,619          |
| Food and beverage stores          | 29,212,992           | 30,329,807           | 26,556,784           | 26,372,363           | 27,655,252           |
| Gasoline stations                 | 35,627,317           | 40,000,948           | 34,945,103           | 33,131,882           | 36,755,912           |
| Apparel stores                    | 19,654,152           | 20,371,221           | 20,163,571           | 17,217,727           | 23,112,175           |
| General merchandise stores        | 72,734,989           | 71,525,092           | 128,360,894          | 140,726,173          | 157,291,672          |
| Food services and drinking places | 52,145,413           | 51,439,050           | 51,886,300           | 47,727,976           | 50,930,270           |
| Other retail stores               | 44,195,545           | 42,733,113           | 42,800,805           | 45,717,519           | 56,752,376           |
| All other outlets                 | 51,353,437           | 52,641,884           | 53,929,660           | 59,811,423           | 64,735,234           |
| <b>Total All Outlets</b>          | <b>\$464,440,957</b> | <b>\$463,128,838</b> | <b>\$518,205,583</b> | <b>\$565,473,189</b> | <b>\$640,695,887</b> |

Source: California Department of Tax and Fee Administration (as of January 11, 2022).

***State-Wide Sales Tax Law.*** Taxable transactions in the City are currently subject to the following sales and use tax, of which the City's share is only a portion. The City collects a percentage of taxable sales in the City (minus certain administrative costs) pursuant to the Bradley-Burns Uniform Local Sales and Use Tax (the “**Sales Tax Law**”). The State collects and administers the sales tax under the Sales Tax Law, and makes distributions on taxes collected within the City, as shown in the following table.

**TABLE 5**  
**City of Ukiah**  
**Sales Tax Rate**  
**Effective July 1, 2021**

|                                                    |               |
|----------------------------------------------------|---------------|
| Statewide Rate                                     | 7.250%        |
| Mendocino County Mental Health Treatment Act Tax   | 0.500         |
| Mendocino Library Special Transactions and Use Tax | 0.125         |
| City of Ukiah Transactions and Use Tax             | 0.500         |
| City of Ukiah Transactions and Use Tax             | <u>0.500</u>  |
| <b>Total</b>                                       | <b>8.875%</b> |

*Source: City of Ukiah Finance Department.*

Sales and use taxes are complementary taxes; when one applies, the other does not. In general, the statewide sales tax applies to gross receipts of retailers from the sale of tangible personal property in the State. The use tax is imposed on the purchase, for storage, use or other consumption in the State of tangible personal property from any retailer. The use tax generally applies to purchases of personal property from a retailer outside the State where the use will occur within the State. The sales tax is imposed upon the same transactions and items as the statewide sales tax and the statewide use tax.

Certain transactions are exempt from the State sales tax, including sales of the following products:

- food products for home consumption;
- prescription medicine;
- newspapers and periodicals;
- edible livestock and their feed;
- seed and fertilizer used in raising food for human consumption; and
- gas, electricity and water when delivered to consumers through mains, lines and pipes.

This is not an exhaustive list of exempt transactions. A comprehensive list can be found in the State Board of Equalization's Publication No. 61 (February 2017) entitled "Sales and Use Taxes: Exemptions and Exclusions," which can be found on the State Board of Equalization's website at <http://www.boe.ca.gov/>. *The reference to this Internet website is provided for reference and convenience only. The information contained within the website may not be current, has not been reviewed by the City and is not incorporated in this Official Statement by reference.*

**Sales Tax Collection Procedures.** Collection of the sales and use tax is administered by the California Department of Tax and Fee Administration (the "CDTFA"). This process was formerly administered by the State Board of Equalization. The Taxpayer Transparency and Fairness Act of 2017, which took effect July 1, 2017, restructured the State Board of Equalization and separated its functions among three separate entities: the State Board of Equalization, the CDTFA and the Office of Tax Appeals. The State Board of Equalization will continue to perform the duties assigned to it by the State Constitution, while all other duties will be transferred to the newly established CDTFA and the Office of Tax Appeals. CDTFA will handle most of the taxes and fees previously collected by the State Board of Equalization, including sales and use tax.

Under the Sales and Use Tax Law, all sales and use taxes collected by the CDTFA under a contract with any city, city and county, or county are required to be transmitted by the CDTFA to such city, city and county, or county periodically as promptly as feasible. These transmittals are required to be made at least twice in each calendar quarter.

Under its procedures, the CDTFA projects receipts of the sales and use tax on a quarterly basis and remits an advance of the receipts of the sales and use tax to the City on a monthly basis. The amount of each monthly advance is based upon the CDTFA's quarterly projection. During the last month of each quarter, the CDTFA adjusts the amount remitted to reflect the actual receipts of the sales and use tax for the previous quarter.

The CDTFA receives an administrative fee based on the cost of services provided by the Board to the City in administering the City's sales tax, which is deducted from revenue generated by the sales and use tax before it is distributed to the City.

As part of the State government's response to the COVID-19 pandemic, certain businesses were able to defer the payment of their sales taxes due to the City.

### **Other Sources of Revenues**

**City Utility Franchise Fees.** This revenue source is a charge to the City's electric utility. Franchise fees are not taxes; rather, they are rents paid by utility providers to operate on or in City rights-of-way and City property, such as roads, sidewalks, parklands, etc. The rents are established by the City Council and typically are correlated to gross revenues generated by the utility provider. Revenues from this source remain stable albeit lower than otherwise would be due to the economic effects of the pandemic on the utility commercial customer base.

**Business License Tax.** Businesses that operate within City limits are required to obtain a business license. The fees are based on the type of business and an estimate of their gross receipts. The proceeds from the tax collected are available for unrestricted use in the General Fund. As mentioned earlier, receipts were higher in 2020 than in the prior year due to late payments. Before the onset of the pandemic in March 2020, business license activity was trending positively.

**Refuse Disposal Franchise Fees.** This revenue source is a charge to the City's franchise solid waste hauler. As discussed earlier, franchise fees are not taxes; rather, in the case of refuse disposal franchise fees they are rents paid by the refuse hauler for the use of rights-of-way to provide and distribute its services. Refuse hauler vehicles used to haul refuse are utilized more frequently and wear roads more significantly than other commercial or non-commercial vehicles. Revenues from this source were higher in FY 2019-20 than in the preceding year due to increased sales and rate adjustments by the hauler, Ukiah Waste Solutions.

### **Transient Occupancy Tax**

Transient occupancy tax ("**TOT**") revenues are typically one of the largest sources of General Fund revenues. Commonly referred to as a "bed," "hotel," or "room" tax this revenue source was performing strongly over the last two years up until March. Travel restriction brought on by the pandemic will continue to negatively affect this revenue source. However, driven by increased tourism in the greater Ukiah Valley area and a larger volume of travelers heading north, this revenue source is poised to continue its growth trend for several more years after the pandemic has abated. Visitors are stopping in Ukiah as a final layover before making the trek to



Fort Bragg and Humboldt County. The TOT rate in Ukiah currently is 10 percent; however, 1 percentage point has been committed by the Ukiah City Council to fund the Visit Ukiah Program.

## Property Taxes

Property Taxes represents the second-largest sources of taxes to the City's General Fund, after sales/use taxes. Property taxes represent a very stable source of revenue to the City, and are based in large part on assessed valuations of property located in the City.

***Property Tax Delinquencies; Teeter Plan.*** Certain counties in the State of California, including Mendocino, offer a statutory program entitled Alternate Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "**Teeter Plan**"). Under the Teeter Plan local taxing entities receive 100% of their tax levies net of delinquencies, but do not receive interest or penalties on delinquent taxes collected by the county. The County includes the City's property tax collections in its Teeter Plan. Consequently, the City's receipt of property taxes is equal to 100% of the amount levied. There is no assurance that the County will continue the Teeter Plan or that the City will continue to participate in the Teeter Plan. Delinquencies in the payment of property taxes could have an adverse effect on the ability of the City to make Lease Payments should the County discontinue the Teeter Plan or the City withdraw from or not be able to continue in the Teeter Plan.

***General Method of Property Tax Calculations.*** Proposition 13, passed in 1978, established the current property tax regime for local agencies, including the City, throughout the State. Under Proposition 13, subject to voter-approved debt and certain other exceptions, the base property tax rate on a parcel is limited to 1% of its assessed value and the property tax collected by this 1% County-wide rate is shared by the local agencies eligible to receive property taxes within the applicable County pursuant to applicable State law. Under Proposition 13, the 1975-76 fiscal year serves as the original base year used in determining the assessment for real property. Thereafter, annual increases to the base year value are limited to the inflation rate, as measured by the California Consumer Price Index, or 2%, whichever is less. A new base year value, however, is also established whenever a property, or portion thereof, has had a change in ownership or has been newly constructed. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIII A of the State Constitution" for additional information.

Proposition 8, enacted in 1978, allows for a temporary reduction in assessed value when a property suffers a "decline-in-value." As of the January 1st (lien date) each year, the Assessor must enroll either a property's Proposition 13 value (adjusted annually for inflation by no more than 2%) or its current market value, whichever is less. When the current market value replaces the higher Proposition 13 value, the lower value is commonly referred to as a "Proposition 8 Value." "Proposition 8 values" are temporary and, once enrolled, must be reviewed annually by the assessor until the Proposition 13 adjusted base year value is enrolled.

The California Tax on Commercial and Industrial Properties for Education and Local Government Funding Initiative has qualified to appear on the ballot in California as an initiated Constitutional amendment on November 3, 2020. The ballot initiative would amend the State Constitution to require commercial and industrial properties, except those zoned as commercial agriculture, to be taxed based on their market value. The proposal to assess taxes on commercial and industrial properties at market value, while continuing to assess taxes on residential properties based on purchase price as described above, is known as "split roll." At this time, the

City is unable to determine the likelihood of passage of the measure or the impact on the City's property tax receipts from passage.

***Levy and Collection of Property Taxes.*** Property taxes are levied for each fiscal year on taxable real and personal property as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed public utilities property and real property the taxes on which have a viable tax lien, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year, and become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to all delinquent payments. Property on the secured roll with respect to which taxes are delinquent become tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is deeded to the State and may be sold at public auction.

Property taxes on the unsecured roll are due as of the January 1 lien dates and become delinquent on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5:00 p.m. on October 31, an additional penalty of 1% attaches to them on the first day of each month until paid. The County has four ways of collecting delinquent unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a judgment in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

Beginning in 1978-79, Proposition 13 and its implementing legislation shifted the function of property tax allocation to the counties, except for levies to support prior voted debt, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

**Historical Assessed Valuations.** The table below presents the assessed valuation of taxable property in the City from fiscal year 2012-13 through fiscal year 2021-22.

**TABLE 6**  
**City of Ukiah**  
**Assessed Valuations of All Taxable Property**  
**Fiscal Years 2012-13 through 2021-22**

| <b>Fiscal Year</b> | <b>Local Secured</b> | <b>Utility</b> | <b>Unsecured</b> | <b>Total</b>    |
|--------------------|----------------------|----------------|------------------|-----------------|
| 2012-13            | \$1,171,599,083      | \$0            | \$78,474,614     | \$1,250,073,697 |
| 2013-14            | 1,195,466,105        | 0              | 70,234,083       | 1,265,700,188   |
| 2014-15            | 1,224,746,468        | 0              | 69,743,046       | 1,294,489,514   |
| 2015-16            | 1,267,903,229        | 0              | 68,336,666       | 1,336,239,895   |
| 2016-17            | 1,304,711,495        | 0              | 68,027,482       | 1,372,738,977   |
| 2017-18            | 1,364,333,801        | 0              | 72,072,094       | 1,436,405,895   |
| 2018-19            | 1,424,497,607        | 0              | 74,628,367       | 1,499,125,974   |
| 2019-20            | 1,491,766,585        | 0              | 76,242,235       | 1,568,008,820   |
| 2020-21            | 1,542,790,339        | 0              | 68,242,957       | 1,611,033,296   |
| 2021-22            | 1,580,161,957        | 0              | 71,086,938       | 1,651,248,895   |

Source: California Municipal Statistics Inc.

*[Remainder of Page Intentionally Left Blank]*

**Assessed Valuations and Parcels by Land Use.** The following table shows secured assessed valuations and parcels by land use for fiscal year 2021-22. As shown in the table, approximately 80% of the parcels in the City, representing almost 69% of the assessed valuation in the City, has residential uses.

**Table 7**  
**City of Ukiah**  
**Secured Assessed Valuation and Parcels by Land Use**  
**Fiscal Year 2021-22**

|                                 | <b>2021-22<br/>Assessed Valuation <sup>(1)</sup></b> | <b>% of<br/>Total</b> | <b>No. of<br/>Parcels</b> | <b>% of<br/>Total</b> |
|---------------------------------|------------------------------------------------------|-----------------------|---------------------------|-----------------------|
| <b>Non-Residential:</b>         |                                                      |                       |                           |                       |
| Agricultural/Rural              | \$890,499                                            | 0.06%                 | 7                         | 0.14%                 |
| Commercial/Office               | 417,438,043                                          | 26.42                 | 598                       | 11.75                 |
| Vacant Commercial               | 16,876,526                                           | 1.07                  | 81                        | 1.59                  |
| Industrial                      | 27,538,364                                           | 1.74                  | 32                        | 0.63                  |
| Vacant Industrial               | 8,209,754                                            | 0.52                  | 12                        | 0.24                  |
| Recreational                    | 3,529,605                                            | 0.22                  | 3                         | 0.06                  |
| Government/Social/Institutional | 10,368,916                                           | 0.66                  | 208                       | 4.09                  |
| Miscellaneous                   | 3,162,701                                            | 0.20                  | 55                        | 1.08                  |
| Subtotal Non-Residential        | \$488,014,408                                        | 30.88%                | 996                       | 19.57%                |
| <b>Residential:</b>             |                                                      |                       |                           |                       |
| Single Family Residence         | \$915,865,347                                        | 57.96%                | 3,569                     | 70.13%                |
| Mobile Home                     | 4,710,222                                            | 0.30                  | 91                        | 1.79                  |
| Mobile Home Park                | 17,677,313                                           | 1.12                  | 10                        | 0.20                  |
| 2 Residential Units/Duplex      | 36,317,513                                           | 2.30                  | 148                       | 2.91                  |
| 3+ Residential Units/Apartments | 101,690,439                                          | 6.44                  | 168                       | 3.30                  |
| Miscellaneous Residential       | 4,415,211                                            | 0.28                  | 12                        | 0.24                  |
| Vacant Residential              | 11,465,453                                           | 0.73                  | 95                        | 1.87                  |
| Subtotal Residential            | \$1,092,141,498                                      | 69.12%                | 4,093                     | 80.43%                |
| <b>Total</b>                    | <b>\$1,580,155,906</b>                               | <b>100.00%</b>        | <b>5,089</b>              | <b>100.00%</b>        |

(1) Local Secured Assessed Valuation, excluding tax exempt property.

Source: California Municipal Statistics, Inc.

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**Per Parcel Assessed Valuation of Single-Family Homes.** Table 8 below shows the per parcel assessed valuation for improved single-family homes (according to 2021-22 assessed valuation) in the City. The average assessed valuation is \$257,266, and the median assessed valuation is \$247,364.

**Table 8**  
**CITY OF UKIAH**  
**Fiscal Year 2021-22**  
**Per Parcel Assessed Valuation of Single-Family Homes**

|                           | <u>No. of<br/>Parcels</u> | <u>2021-22<br/>Assessed Valuation</u> | <u>Average<br/>Assessed Valuation</u> | <u>Median<br/>Assessed Valuation</u> |
|---------------------------|---------------------------|---------------------------------------|---------------------------------------|--------------------------------------|
| Single Family Residential | 3,560                     | \$915,865,347                         | \$257,266                             | \$247,364                            |

| <u>2021-22<br/>Assessed Valuation</u> | <u>No. of<br/>Parcels <sup>(1)</sup></u> | <u>% of<br/>Total</u> | <u>Cumulative<br/>% of Total</u> | <u>Total<br/>Valuation</u> | <u>% of<br/>Total</u> | <u>Cumulative<br/>% of Total</u> |
|---------------------------------------|------------------------------------------|-----------------------|----------------------------------|----------------------------|-----------------------|----------------------------------|
| \$0 - \$49,999                        | 157                                      | 4.410%                | 4.410%                           | \$5,204,211                | 0.568%                | 0.568%                           |
| \$50,000 - \$99,999                   | 372                                      | 10.449                | 14.860                           | 27,649,205                 | 3.019                 | 3.587                            |
| \$100,000 - \$149,999                 | 383                                      | 10.758                | 25.618                           | 48,128,619                 | 5.255                 | 8.842                            |
| \$150,000 - \$199,999                 | 471                                      | 13.230                | 38.848                           | 82,971,129                 | 9.059                 | 17.901                           |
| \$200,000 - \$249,999                 | 426                                      | 11.966                | 50.815                           | 95,418,461                 | 10.418                | 28.320                           |
| \$250,000 - \$299,999                 | 418                                      | 11.742                | 62.556                           | 114,954,945                | 12.552                | 40.871                           |
| \$300,000 - \$349,999                 | 450                                      | 12.640                | 75.197                           | 145,837,993                | 15.924                | 56.795                           |
| \$350,000 - \$399,999                 | 391                                      | 10.983                | 86.180                           | 146,302,439                | 15.974                | 72.769                           |
| \$400,000 - \$449,999                 | 212                                      | 5.955                 | 92.135                           | 89,530,108                 | 9.775                 | 82.545                           |
| \$450,000 - \$499,999                 | 99                                       | 2.781                 | 94.916                           | 46,801,728                 | 5.110                 | 87.655                           |
| \$500,000 - \$549,999                 | 63                                       | 1.770                 | 96.685                           | 32,937,241                 | 3.596                 | 91.251                           |
| \$550,000 - \$599,999                 | 41                                       | 1.152                 | 97.837                           | 23,491,049                 | 2.565                 | 93.816                           |
| \$600,000 - \$649,999                 | 25                                       | 0.702                 | 98.539                           | 15,513,673                 | 1.694                 | 95.510                           |
| \$650,000 - \$699,999                 | 19                                       | 0.534                 | 99.073                           | 12,683,519                 | 1.385                 | 96.895                           |
| \$700,000 - \$749,999                 | 7                                        | 0.197                 | 99.270                           | 5,016,608                  | 0.548                 | 97.442                           |
| \$750,000 - \$799,999                 | 8                                        | 0.225                 | 99.494                           | 6,230,527                  | 0.680                 | 98.123                           |
| \$800,000 - \$849,999                 | 8                                        | 0.225                 | 99.719                           | 6,558,092                  | 0.716                 | 98.839                           |
| \$850,000 - \$899,999                 | 1                                        | 0.028                 | 99.747                           | 853,767                    | 0.093                 | 98.932                           |
| \$900,000 - \$949,999                 | 3                                        | 0.084                 | 99.831                           | 2,762,954                  | 0.302                 | 99.234                           |
| \$950,000 - \$999,999                 | 2                                        | 0.056                 | 99.888                           | 1,953,573                  | 0.213                 | 99.447                           |
| \$1,000,000 and greater               | 4                                        | 0.112                 | 100.000                          | 5,065,506                  | 0.553                 | 100.000                          |
|                                       | 3,560                                    | 100.000%              |                                  | \$915,865,347              | 100.000%              |                                  |

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.  
Source: California Municipal Statistics, Inc.

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**Principal Property Taxpayers.** The top twenty largest local secured property taxpayers in the City, as shown on the 2021-22 secured tax roll, are listed in the table below. For fiscal year 2021-22, the total assessed valuation of the twenty largest local secured taxpayers is 12.30% of the total City fiscal year 2021-22 assessed valuation of \$194,428,281. See “–Property Taxes” above for additional information on the levy and collection of property taxes in the City.

**TABLE 9**  
**City of Ukiah**  
**Principal Property Taxpayers (Secured Roll)**  
**Fiscal Year 2021-22**

|     | <b><u>Property Owner</u></b>        | <b><u>Primary Land Use</u></b> | <b>2021-22<br/><u>Assessed Valuation</u></b> | <b>% of<br/><u>Total</u> <sup>(1)</sup></b> |
|-----|-------------------------------------|--------------------------------|----------------------------------------------|---------------------------------------------|
| 1.  | Costco Wholesale Corporation        | Commercial                     | \$ 23,290,334                                | 1.47%                                       |
| 2.  | Pear Tree REH LLC                   | Shopping Center                | 19,781,704                                   | 1.25                                        |
| 3.  | Pear Orchard Associates             | Commercial                     | 14,782,803                                   | 0.94                                        |
| 4.  | Savings Bank of Mendocino County    | Bank                           | 13,746,382                                   | 0.87                                        |
| 5.  | S & K Inns of America Inc.          | Hotel/Motel                    | 12,271,310                                   | 0.78                                        |
| 6.  | Skycrest Properties LP              | Commercial                     | 10,835,477                                   | 0.69                                        |
| 7.  | Wal Mart Real Estate Business Trust | Commercial                     | 10,589,103                                   | 0.67                                        |
| 8.  | Redwood Business Park of Ukiah      | Commercial                     | 10,565,332                                   | 0.67                                        |
| 9.  | Robert S. Sherwood                  | Apartments                     | 8,921,039                                    | 0.56                                        |
| 10. | Marina Bay Crossing LLC             | Industrial                     | 8,264,745                                    | 0.52                                        |
| 11. | RCI Sierra Sunset LLC               | Apartments                     | 7,627,928                                    | 0.48                                        |
| 12. | Safeway Inc.                        | Supermarket                    | 7,244,239                                    | 0.46                                        |
| 13. | FC Ranger RE Mountain View LLC      | Convalescent Hospital          | 6,316,857                                    | 0.40                                        |
| 14. | Legacy Four Ukiah LLC               | Commercial                     | 6,092,737                                    | 0.39                                        |
| 15. | Manor Oaks Mobile Estates LLC       | Mobile Home Park               | 5,948,993                                    | 0.38                                        |
| 16. | Rancho Del Rey Asset Partners LP    | Mobile Home Park               | 5,933,839                                    | 0.38                                        |
| 17. | Arthur McChesney                    | Industrial                     | 5,901,948                                    | 0.37                                        |
| 18. | Echelon Communities LLC             | Apartments                     | 5,732,808                                    | 0.36                                        |
| 19. | Shami Enterprises LLC               | Shopping Center                | 5,326,831                                    | 0.34                                        |
| 20. | Willcon LLC                         | Commercial                     | <u>5,253,872</u>                             | <u>0.33</u>                                 |
|     |                                     |                                | <b>\$194,428,281</b>                         | <b>12.30%</b>                               |

(1) The total City secured assessed valuation for fiscal year 2021-22 is \$1,580,155,906.

Source: California Municipal Statistics, Inc.

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## Financial Statements

The City's accounting policies conform to generally accepted accounting principles and reporting standards set forth by the State Controller. The audited financial statements also conform to the principles and standards for public financial reporting established by GASB.

**Basis of Accounting and Financial Statement Presentation.** The government-wide financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

**Audited Financial Statements.** Set forth in the following tables is the City's General Fund balance sheets and statements of revenues, expenditures and changes in General Fund Balance for fiscal years 2016-17 through 2020-21, which are based on the City's audited financial statements. The balance sheets and statements presented in this Official Statement are subject to the various notes attached to the City's financial statements for the respective years. The City's Comprehensive Annual Financial Report ("**CAFR**") for Fiscal Year 2020-21, including the City's audited financial statements, is set forth in Appendix A.

## General Fund Historical Financial Data

The following Tables 10 and 11 provide a five-year history of (i) the City's General Fund revenues, expenditures, and changes in fund balances for Fiscal Years 2016-17 through 2020-21 and (ii) the City's Comparative Balance Sheet for Fiscal Years 2016-17 through 2020-21.

**TABLE 10**  
**City of Ukiah**  
**Statements of Revenues, Expenditures and Changes in General Fund Balance**  
**Fiscal Years 2016-17 through 2020-21**

|                                                            | 2016-17            | 2017-18            | 2018-19            | 2019-20            | 2020-21             |
|------------------------------------------------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| <b><u>Revenues</u></b>                                     |                    |                    |                    |                    |                     |
| Taxes:                                                     |                    |                    |                    |                    |                     |
| Property tax                                               | \$1,470,323        | \$2,836,902        | \$2,984,192        | \$3,139,960        | \$3,408,846         |
| Sales Tax                                                  | 9,805,225          | 10,802,364         | 11,974,379         | 13,313,206         | 15,535,021          |
| Transient occupancy                                        | 1,302,336          | 1,406,417          | 1,496,473          | 1,365,477          | 1,362,134           |
| Business license tax                                       | 382,825            | 358,610            | 293,706            | 389,829            | 484,533             |
| Other taxes                                                | 249                | 51,389             | 462                | 888                | 1,136               |
| Franchise fees                                             | --                 | 1,653,146          | 1,781,141          | 1,742,671          | 1,815,271           |
| Charges for services                                       | 1,427,085          | 1,679,034          | 1,615,737          | 1,340,123          | 2,434,204           |
| Licenses and permits                                       | 1,792,595          | 548,627            | 211,113            | 259,533            | 276,752             |
| Grants and contributions and donations                     | 83,390             | --                 | 375,300            | 170,187            | 1,226,237           |
| Intergovernmental                                          | --                 | 34,296             | 142,885            | 79,192             | 77,668              |
| Fines, penalties and forfeitures                           | 73,835             | 113,139            | 33,588             | 29,716             | 25,933              |
| Use of money and property                                  | 95,016             | --                 | --                 | 203,726            | 52,427              |
| Facility rental                                            | --                 | --                 | 73,362             | --                 | --                  |
| Interest, rent and concessions                             | --                 | 170,939            | 91,154             | --                 | --                  |
| Miscellaneous                                              | 7,519              | 110,223            | 262,009            | 197,566            | 138,952             |
| <b>Total Revenues</b>                                      | <b>16,440,398</b>  | <b>19,765,086</b>  | <b>21,335,501</b>  | <b>22,232,074</b>  | <b>26,839,114</b>   |
| <b><u>Expenditures</u></b>                                 |                    |                    |                    |                    |                     |
| Current:                                                   |                    |                    |                    |                    |                     |
| General Government                                         | 430,390            | 282,860            | 45,889             | 283,477            | 60,132              |
| Public safety                                              | 11,200,362         | 12,571,245         | 11,768,069         | 12,188,198         | 12,701,313          |
| Housing and community development                          | 822,166            | 1,019,061          | 1,107,911          | 1,130,666          | 1,044,627           |
| Public works                                               | 1,158,550          | 1,643,691          | 1,518,533          | 1,470,613          | 1,487,609           |
| Parks, buildings, and grounds                              | 1,312,208          | 1,412,291          | 26                 | --                 | 1,189,386           |
| Recreation and culture                                     | 1,036,260          | 1,250,665          | 2,753,995          | 3,199,032          | 2,435,717           |
| Economic development and redevelopment                     | 181,387            | --                 | 178,493            | 203,508            | 256,392             |
| Debt Service:                                              |                    |                    |                    |                    |                     |
| Interest                                                   | --                 | 49,925             | 142,679            | 91,304             | 90,242              |
| Principal                                                  | --                 | 14,055             | 80,070             | 55,523             | 56,392              |
| Capital lease principal                                    | 16,243             | --                 | 101,727            | 104,282            | 127,291             |
| Capital lease interest                                     | --                 | --                 | 26,232             | 23,678             | 26,949              |
| Capital outlay                                             | 44,479             | 7,904,131          | 2,152,947          | 389,016            | 1,877,910           |
| <b>Total expenditures</b>                                  | <b>16,202,045</b>  | <b>26,147,924</b>  | <b>19,876,571</b>  | <b>19,139,297</b>  | <b>21,353,960</b>   |
| Excess (deficiency) of revenues over (under) expenditures  | 238,353            | (6,380,838)        | 1,458,930          | 3,092,777          | 5,485,154           |
| <b><u>Other financing sources(uses)</u></b>                |                    |                    |                    |                    |                     |
| Transfers in                                               | 415,601            | 851,338            | 166,699            | 375,712            | 129,001             |
| Transfers out                                              | (544,719)          | (748,546)          | (2,959,541)        | (3,285,876)        | (3,687,933)         |
| Debt proceeds                                              | --                 | --                 | --                 | 227,607            | --                  |
| Issuance of debts                                          | --                 | 5,125,731          | --                 | --                 | --                  |
| Gain (loss) from sale of assets                            | --                 | --                 | --                 | 57,078             | --                  |
| <b>Total other financing sources</b>                       | <b>(129,118)</b>   | <b>5,228,523</b>   | <b>(2,792,842)</b> | <b>(2,625,479)</b> | <b>(3,558,932)</b>  |
| <b><u>Extraordinary item</u></b>                           |                    |                    |                    |                    |                     |
| Restatement of loan from former Ukiah Redevelopment agency | --                 | --                 | 6,000,000          | --                 | --                  |
| <b>Total</b>                                               | <b>--</b>          | <b>--</b>          | <b>6,000,000</b>   | <b>--</b>          | <b>--</b>           |
| <b>Net Change in fund balances</b>                         | <b>109,235</b>     | <b>(1,152,315)</b> | <b>4,666,088</b>   | <b>467,298</b>     | <b>1,926,222</b>    |
| <b>Beginning of year</b>                                   | <b>5,213,001</b>   | <b>5,322,236</b>   | <b>4,169,921</b>   | <b>8,836,009</b>   | <b>9,303,307</b>    |
| <b>End of year</b>                                         | <b>\$5,322,236</b> | <b>\$4,169,921</b> | <b>\$8,836,009</b> | <b>\$9,303,307</b> | <b>\$11,229,529</b> |

Source: City Finance Department and City of Ukiah - audited financial statements for fiscal years 2016-17 through 2020-21.



**TABLE 11**  
**City of Ukiah**  
**General Fund Balance Sheets**  
**Fiscal Years 2016-17 through 2020-21**

|                                             | 2016-17            | 2017-18             | 2018-19             | 2019-20             | 2020-21             |
|---------------------------------------------|--------------------|---------------------|---------------------|---------------------|---------------------|
| <b><u>Assets</u></b>                        |                    |                     |                     |                     |                     |
| Cash and investments                        | \$1,943,148        | \$4,183,781         | \$140,160           | \$1,176,360         | \$3,596,165         |
| Restricted cash and investments             | --                 | 4,035,436           | 797,531             | 780,302             | --                  |
| Receivables:                                |                    |                     |                     |                     |                     |
| Taxes                                       | 2,019,378          | 2,133,052           | 1,801,306           | 2,641,624           | 2,898,954           |
| Accounts                                    | 13,608             | 150,830             | 645,439             | 260,277             | 1,663,429           |
| Notes                                       | 725                | --                  | 216                 | 61                  | 3,924               |
| Interest                                    | 17,033             | 11,247              | 34,381              | 2,856               | 1,915               |
| Intergovernmental                           | --                 | --                  | --                  | --                  | --                  |
| Grants and subventions                      | --                 | --                  | --                  | 97,421              | 910,106             |
| Prepaid expenditures                        | 15,901             | 14,290              | 216                 | 195,446             | 207,097             |
| Loans to employees                          | --                 | --                  | --                  | --                  | --                  |
| Due from other funds                        | 935,266            | --                  | 48,772              | 1,291,737           | 678,260             |
| Long-term notes receivable                  | --                 | 825                 | --                  | --                  | --                  |
| Advances to other funds                     | 1,115,967          | 1,778,132           | 1,590,370           | 1,262,811           | 2,013,542           |
| Land held for resale                        | --                 | --                  | --                  | --                  | --                  |
| Due from other agencies                     | --                 | --                  | 103,091             | --                  | 121,175             |
| Advance to successor agency                 | --                 | --                  | 6,000,000           | 3,923,857           | 2,000,000           |
| <b>Total Assets</b>                         | <b>6,061,026</b>   | <b>12,307,593</b>   | <b>11,161,482</b>   | <b>11,632,752</b>   | <b>14,094,567</b>   |
| <b><u>Deferred Inflow of Resources</u></b>  |                    |                     |                     |                     |                     |
| Unavailable revenues - Grants               | --                 | --                  | 29,017              | 102,061             | 910,106             |
| <b>Total Deferred Outflow of Resources</b>  | <b>--</b>          | <b>--</b>           | <b>29,017</b>       | <b>102,061</b>      | <b>910,106</b>      |
| <b><u>Liabilities</u></b>                   |                    |                     |                     |                     |                     |
| Accounts payable                            | 294,875            | 5,886,763           | 874,063             | 476,943             | 1,069,402           |
| Accrued payroll                             | 443,915            | 502,733             | 500,924             | 841,918             | 885,530             |
| Due to other funds                          | --                 | --                  | --                  | --                  | --                  |
| Advances from other funds                   | --                 | 1,748,176           | 921,469             | 908,523             | --                  |
| <b>Total Liabilities</b>                    | <b>738,790</b>     | <b>8,137,672</b>    | <b>2,296,456</b>    | <b>2,227,384</b>    | <b>1,954,932</b>    |
| <b><u>Fund Balances</u></b>                 |                    |                     |                     |                     |                     |
| Nonspendable                                | 1,131,868          | 1,793,247           | 5,514,226           | 6,673,912           | 4,224,563           |
| Restricted                                  | --                 | 4,000,000           | --                  | --                  | --                  |
| Committed                                   | --                 | --                  | --                  | 194,655             | --                  |
| Assigned                                    | 4,190,368          | --                  | --                  | --                  | 186,134             |
| Unassigned                                  | --                 | (1,623,326)         | 3,321,783           | 2,434,740           | 6,818,832           |
| <b>Total Fund Balance</b>                   | <b>5,322,236</b>   | <b>4,169,921</b>    | <b>8,836,009</b>    | <b>9,303,307</b>    | <b>11,229,529</b>   |
| <b>Total Liabilities &amp; Fund Balance</b> | <b>\$6,061,026</b> | <b>\$12,307,593</b> | <b>\$11,161,482</b> | <b>\$11,632,752</b> | <b>\$14,094,567</b> |

Source: City of Ukiah - Audited Financial Statements for fiscal years 2016-17 through 2020-21.

### Relevant Fiscal Policies

The City has adopted a comprehensive set of fiscal policies to provide guidance for all fiscal activities and resource allocation decisions as defined in the Adopted Budget. The policies set forth guidelines for both current activities and long-range planning. In addition, the City Council approved or adopted several other fiscal policies including:

- Investment Policy.
- Debt Management Policy.

- Reserve Policy

The following are certain highlighted aspects of the adopted policies.

**City Investment Policy.** The City invests its funds in accordance with the City's Investment Policy, in accordance with Section 53600 et seq. of the State Government Code. Idle cash management and investment transactions are the responsibility of the City Manager and City Treasurer. The Investment Policy sets forth the policies and procedures applicable to the investment of City funds and designates eligible investments. The Investment Policy's stated overarching purpose is to (i) ensure that public funds are invested in such a manner as to comply with state and local laws; (ii) ensure prudent money management; (iii) provide for daily cash flow requirements; and (iv) meet the objectives of the Investment Policy (per California Government Code Section 53600.5) in the following order of priority:

1. **Safety of Principal:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City strives to diversify its investments by investing funds among a variety of securities with independent returns.

2. **Liquidity:** The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. Maturities of investments are selected in anticipation of disbursement needs, thereby obviating the need for forced liquidation or lost interest penalties.

3. **Return on Investments:** The City's investment portfolio shall have the objective of attaining a comparative performance measurement or an acceptable rate of return throughout budgetary and economic cycles. These measurements should be commensurate with the City's investment risk constraints identified in the Investment Policy and the cash flow characteristics of the portfolio.

**Debt Management Policy.** The City's Debt Management Policy sets forth parameters for issuing debt and managing the City's debt portfolio and generally sets forth the following: (i) the purposes for which the debt proceeds may be used, (ii) the types of debt that may be issued, (iii) the relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable, (iv) policy goals related to the City's planning goals and objectives, and (v) the internal control procedures that the City has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use. This policy will also assist the City in pursuing and maintaining quality credit ratings in addition to providing guidance to decision makers.

**Reserve Policy.** The City's Reserve Policy provides that the City strive to maintain a fund balance in the General Fund, including the General Fund's Strategic Reserve Fund, of at least twenty-five percent (25%) of budgeted General Fund operating expenditures. A 25% fund balance is equivalent to approximately three months of operating expenditures. The Reserve Policy's stated purpose of a 25% minimum fund balance is to meet cash flow requirements, to protect the City's essential service programs and funding requirements during periods of economic uncertainty, local disasters, other financial hardships or downturns in the local economy, and to provide for unforeseen operating or capital needs. The Operating Reserve contained approximately \$7.7 million as of June 30, 2021.

***Risk Management.*** The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the City participates. The City is a member of the Redwood Empire Municipal Insurance Fund (“**REMIF**”), a public entity pool comprised of fifteen northern California charter and associate member cities. REMIF is organized under a Joint Powers Agreement pursuant to the California Government Code. The purpose of REMIF is to arrange and administer programs of insurance for the pooling of self-insured losses and to purchase excess insurance coverage. The City pays an annual premium to REMIF for its workers’ compensation, general liability and property coverage.

The City of Ukiah participates in the following three REMIF programs:

*General Liability Insurance.* Annual premiums are paid by the member cities and are adjusted retrospectively to cover costs. The City of Ukiah self-insures for the first \$25,000 of each loss and pays 100 percent of all losses incurred under \$25,000. The City does not share or pay for losses of other cities under \$5,000, depending on the entity’s deductible amount. Participating cities then share in the next \$5,000 to \$750,000 per loss occurrence. Specific coverage includes comprehensive and general automotive liability, personal injury, contractual liability, professional liability, and certain other coverage. REMIF is a member of the California Joint Powers Risk Management Authority, which provides REMIF with an additional \$39,250,000 liability insurance coverage over and above REMIF retention level of \$750,000.

*Worker’s Compensation.* Periodic deposits are paid by member cities and are adjusted retrospectively to cover costs. The City of Ukiah is self-insured for the first \$10,000 of each loss and pays 100 percent of all losses incurred under \$10,000. The City does not share or pay for losses of other cities under \$5,000.

*Property Insurance.* The City participates in REMIF’s property insurance program. The annual deposits paid by participating member cities are based upon deductibility levels and are not subject to retroactive adjustments. The City of Ukiah has a deductible level of \$500,000 for high-risk flood zones and \$100,000 for all wildfire and property related claims, and a coverage limit of \$400,000,000 declared value. Separate internal service funds are maintained by the City for the City’s deductibles and allocated share of pooled costs noted above. The total cash and investments held in these funds at June 30, 2021, was \$383,075.

See APPENDIX A Note 10 for additional details regarding the City’s pension and other employee benefits, including as relates to Risk Management.

## **Employee Retirement System; CalPERS**

*This caption contains certain information relating to California Public Employees’ Retirement System (“**CalPERS**”). The information is primarily derived from information produced by CalPERS, its independent accountants and actuaries. The City has not independently verified the information provided by CalPERS and makes no representations and expresses no opinion as to the accuracy of the information provided by CalPERS.*

*The comprehensive annual financial reports of CalPERS are available on its Internet website at [www.calpers.ca.gov](http://www.calpers.ca.gov). The CalPERS website also contains CalPERS’ most recent actuarial valuation reports and other information concerning benefits and other matters. Such information is not incorporated by reference in this Official Statement. None of the Authority, City or Underwriter can guarantee the accuracy of such information. Actuarial assessments are*

*“forward-looking” statements that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or may be changed in the future. Actuarial assessments will change with the future experience of the pension plans.*

**General Information about the Pension Plans.** All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (“**Plan**”), administered by CalPERS. The Plan’s benefit provisions are established by statute. The Plan is included as a pension trust fund in the CalPERS Comprehensive Annual Financial Report, which is available online at [www.calpers.ca.gov](http://www.calpers.ca.gov).

The Plan consists of a miscellaneous pool and a safety pool (referred to as “**risk pools**”), which are comprised of individual employer miscellaneous and safety rate plans, respectively, including those of the City. The City does not have any rate plans in the miscellaneous risk pool. The City’s employer rate plans in the safety risk pool include the Safety Fire plan (“**Fire**”), the Safety Police plan (“**Police**”), the PEPRSA Safety Fire plan (“**PEPRSA Safety Fire**”) and the PEPRSA Safety Police plan (“**PEPRSA Police**”).

**PEPRSA.** On September 12, 2012, the California Governor signed AB 340, a bill that enacted the California Public Employees’ Pension Reform Act of 2012 (“**PEPRSA**”) and that also amended various sections of the California Education and Government Codes, including the County Employees Retirement Law of 1937. Effective January 1, 2013, PEPRSA: (i) requires public retirement systems and their participating employers to share equally with employees the normal cost rate for such retirement systems; (ii) prohibits employers from paying employer paid member contributions to such retirement systems for employees hired after January 1, 2013; (iii) establishes a compulsory maximum non safety benefit formula of 2.5% at age 67; (iv) defines final compensation as the highest average annual pensionable compensation earned during a 36 month period; and (v) caps pensionable income at \$110,100 (\$132,120 for employees not enrolled in Social Security) subject to Consumer Price Index increases. Other provisions reduce the risk of the City incurring additional unfunded liabilities, including prohibiting retroactive benefits increases, generally prohibiting contribution holidays, and prohibiting purchases of additional non-qualified service credit.

**Benefits Provided.** The Plan provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Classic members and PEPRSA Safety members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. PEPRSA Miscellaneous members with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The death benefit is the Basic Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law.

The provisions and benefits of each Plan that were in effect at June 30, 2021, are summarized as follows:

### **Employer Rate Plans in the Safety Risk Pool**

|                                                   | <b>Fire</b>              | <b>Police</b>               |
|---------------------------------------------------|--------------------------|-----------------------------|
| Hire Date                                         | Prior to January 1, 2013 | On or after January 1, 1900 |
| Benefit Formula                                   | 3.0% @ 55                | 3.0% @ 50                   |
| Benefit Vesting Schedule                          | 5 years of service       | 5 years of service          |
| Benefit Payments                                  | Monthly for life         | Monthly for life            |
| Retirement Age                                    | 50                       | 50                          |
| Monthly Benefits, As a % of Eligible Compensation | 2.4% to 3.0%             | 3.0%                        |
| Required Employee Contribution Rates              | 8.987%                   | 8.99%                       |
| Required Employer Contributions Rates             | 23.558%                  | 25.540%                     |

### **PEPRA Plans**

|                                                   | <b>PEPRA Fire</b>           | <b>PEPRA Police</b>         |
|---------------------------------------------------|-----------------------------|-----------------------------|
| Hire Date                                         | On or after January 1, 2013 | On or after January 1, 2013 |
| Benefit                                           | 2.7% @ 57                   | 2.7% @ 57                   |
| Benefit Vesting Schedule                          | 5 years of service          | 5 years of service          |
| Benefit Payments                                  | Monthly for life            | Monthly for life            |
| Retirement Age                                    | 50                          | 50                          |
| Monthly Benefits, As a % of Eligible Compensation | 2.0% to 2.7%                | 2.0% to 2.7%                |
| Required Employee Contribution Rates              | 13.75%                      | 13.75%                      |
| Required Employer Contributions Rates             | 13.884%                     | 13.884%                     |

### **Miscellaneous Plan**

|                                      | <b>Miscellaneous</b>                |                                        |
|--------------------------------------|-------------------------------------|----------------------------------------|
|                                      | <b>Prior to<br/>January 1, 2013</b> | <b>On or after<br/>January 1, 2013</b> |
| Hire Date                            |                                     |                                        |
| Benefit formula                      | 2.70% @ 55                          | 2.00% @ 62                             |
| Benefit vesting schedule             | 5 years' service                    | 5 years' service                       |
| Benefit payments                     | Monthly for life                    | Monthly for life                       |
| Retirement age                       | 55                                  | 62                                     |
| Monthly benefits, as a % of eligible | 2.00% to 2.50%                      | 1.00% to 2.50%                         |
| Required employee contribution rates | 8.00%                               | 7.00%                                  |
| Required employer contribution rates | 12.859%                             | 6.750%                                 |

Source: City of Ukiah Audit Fiscal Year ended June 30, 2021.

**Contributions.** Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the CalPERS actuary and shall be effective on the July 1 following notice of a change in the rate. Contribution rates for the employer rate plans are determined through the CalPERS' annual actuarial valuation process. Each employer rate plan's actuarially determined rate is based on the estimated amount necessary to pay the employer rate plan's allocated share of the cost of benefits earned by employees during the year, and any unfunded accrued liability. The City of Ukiah is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the year ended June 30, 2021 the contributions recognized as part of pension expense for each Plan were \$0 for Miscellaneous Risk Pools and \$15,338,474 for Safety Risk Plans.

The City is required to contribute at an actuarially determined rate of annual covered payroll, plus a fixed payment of unfunded liability. The actuarially determined rates and amounts for each Pension Plan for the fiscal years ended June 30, 2021 and June 30, 2021, are as follows:

### **CITY'S REQUIRED EMPLOYER CONTRIBUTION RATES & PAYMENTS**

| <b>Pension Plan</b>     | <b>Fiscal Year 2020-21</b>       |                                     |                                               | <b>Fiscal Year 2021-22</b>       |                                     |                                               |
|-------------------------|----------------------------------|-------------------------------------|-----------------------------------------------|----------------------------------|-------------------------------------|-----------------------------------------------|
|                         | <b>Employer Normal Cost Rate</b> | <b>Employer Normal Cost Payment</b> | <b>Employer Payment of Unfunded Liability</b> | <b>Employer Normal Cost Rate</b> | <b>Employer Normal Cost Payment</b> | <b>Employer Payment of Unfunded Liability</b> |
| Miscellaneous           | 12.764%                          | \$1,247,475                         | \$2,498,680                                   | 12.180%                          | \$1,291,806                         | \$2,816,117                                   |
| Safety (Fire)           | 23.558                           | 316,961                             | 558,118                                       | 23.620                           | 323,254                             | 637,213                                       |
| Safety (Police)         | 25.540                           | 487,220                             | 1,020,305                                     | 25.590                           | 491,469                             | 1,163,139                                     |
| Safety (Fire) - PEPRA   | 13.884                           | 8,635                               | 687                                           | 13.980                           | 80,836                              | 2,125                                         |
| Safety (Police) - PEPRA | 13.884                           | 131,697                             | 8,293                                         | 13.980                           | 163,289                             | 12,270                                        |
| <b>Totals</b>           |                                  | <b>\$2,191,988</b>                  | <b>\$4,086,083</b>                            |                                  | <b>\$2,350,654</b>                  | <b>\$4,630,864</b>                            |

Source: CalPERS Annual Valuation Report as of June 30, 2020.

Funding History. The funding history for the Miscellaneous Pension Plan, the Safety (Fire) Pension Plan and the Safety (Police) Pension Plan is shown in the tables below, listing for each plan the actuarial accrued liability, share of the pool's market value of assets, share of the pool's unfunded liability, funded ratio, and annual covered payroll.

### **MISCELLANEOUS PLAN**

| <b>Valuation Date</b> | <b>Accrued Liability (AL)</b> | <b>Market Value of Assets (MVA)</b> | <b>Unfunded Liability</b> | <b>Funded Ratio</b> | <b>Annual Covered Payroll</b> |
|-----------------------|-------------------------------|-------------------------------------|---------------------------|---------------------|-------------------------------|
| 06/30/18              | \$93,050,082                  | \$56,829,079                        | \$36,221,003              | 61.1%               | \$9,009,487                   |
| 06/30/19              | 97,517,888                    | 59,864,803                          | 37,653,085                | 61.4                | 9,776,975                     |
| 06/30/20              | 101,857,734                   | 62,156,109                          | 39,701,625                | 61.0                | 10,654,408                    |

Source: CalPERS Annual Valuation Report as of June 30, 2020.

### **SAFETY PLAN (FIRE) PLAN**

| <b>Valuation Date</b> | <b>Accrued Liability (AL)</b> | <b>Market Value of Assets (MVA)</b> | <b>Unfunded Liability</b> | <b>Funded Ratio</b> | <b>Annual Covered Payroll</b> |
|-----------------------|-------------------------------|-------------------------------------|---------------------------|---------------------|-------------------------------|
| 06/30/18              | \$22,124,489                  | \$15,535,281                        | \$6,589,208               | 70.2%               | \$1,240,287                   |
| 06/30/19              | 22,910,724                    | 16,095,947                          | 6,814,777                 | 70.3                | 1,261,589                     |
| 06/30/20              | 24,589,568                    | 17,315,683                          | 7,273,885                 | 70.4                | 932,777                       |

Source: CalPERS Annual Valuation Report as of June 30, 2020.

### **SAFETY PLAN (POLICE) PLAN**

| <b>Valuation Date</b> | <b>Accrued Liability (AL)</b> | <b>Market Value of Assets (MVA)</b> | <b>Unfunded Liability</b> | <b>Funded Ratio</b> | <b>Annual Covered Payroll</b> |
|-----------------------|-------------------------------|-------------------------------------|---------------------------|---------------------|-------------------------------|
| 06/30/18              | \$42,141,491                  | \$30,036,825                        | \$12,104,666              | 71.3%               | \$1,758,566                   |
| 06/30/19              | 42,902,629                    | 30,377,909                          | 12,524,720                | 70.8                | 1,770,437                     |
| 06/30/20              | 43,807,080                    | 30,477,910                          | 13,329,170                | 69.6                | 1,473,487                     |

Source: CalPERS Annual Valuation Report as of June 30, 2020.

**PEPRA SAFETY PLAN (FIRE) PLAN**

| <b>Valuation Date</b> | <b>Accrued Liability (AL)</b> | <b>Market Value of Assets (MVA)</b> | <b>Unfunded Liability</b> | <b>Funded Ratio</b> | <b>Annual Covered Payroll</b> |
|-----------------------|-------------------------------|-------------------------------------|---------------------------|---------------------|-------------------------------|
| 06/30/18              | \$19,545                      | \$18,289                            | \$1,256                   | 93.6%               | \$57,335                      |
| 06/30/19              | 82,588                        | 78,983                              | 3,605                     | 95.6                | 340,912                       |
| 06/30/20              | 211,540                       | 202,278                             | 9,262                     | 95.6                | 545,518                       |

Source: CalPERS Annual Valuation Report as of June 30, 2020.

**PEPRA SAFETY PLAN (POLICE) PLAN**

| <b>Valuation Date</b> | <b>Accrued Liability (AL)</b> | <b>Market Value of Assets (MVA)</b> | <b>Unfunded Liability</b> | <b>Funded Ratio</b> | <b>Annual Covered Payroll</b> |
|-----------------------|-------------------------------|-------------------------------------|---------------------------|---------------------|-------------------------------|
| 06/30/18              | \$711,686                     | \$648,252                           | \$63,434                  | 91.1%               | \$874,409                     |
| 06/30/19              | 871,071                       | 771,847                             | 99,224                    | 88.6                | 834,929                       |
| 06/30/20              | 1,185,772                     | 1,046,399                           | 139,373                   | 88.2                | 1,101,945                     |

Source: CalPERS Annual Valuation Report as of June 30, 2020.

**Payable to the Pension Plan.** At June 30, 2021, the City reported a payable of \$ -0- for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2021.

For the year ended June 30, 2021, the City recognized a total pension expense for both plans was \$3,551,524 for Safety and \$5,103,809 for Misc.. See Note 11 to the City's audited financial statements for the fiscal year ending June 30, 2021 attached hereto as Appendix A for more information.

**Actions Taken by CalPERS Related to Discount Rate and Other Assumptions.** In 2013, the CalPERS' Board of Administration (the "**Board of Administration**") approved a recommendation to change the CalPERS amortization and smoothing policies. In 2018, the Board of Administration voted to shorten the period over which CalPERS will amortize actuarial gains and losses from 30 years to 20 years for new pension liabilities. In 2014, the Board of Administration approved new demographic actuarial assumptions based on a 2013 study of recent experience. The largest impact, applying to all benefit groups, is a new 20-year mortality projection reflecting longer life expectancies and that longevity will continue to increase. Because retirement benefits will be paid out for more years, the cost of those benefits will increase as a result. In 2015, the Board of Administration adopted a funding risk mitigation policy intended to incrementally lower its discount rate – its assumed rate of investment return – in years of good investment returns, help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. In 2016, the Board of Administration voted to lower its discount rate for local agencies per the following schedule:

| <b><u>Fiscal Year</u></b> | <b><u>Discount Rate</u></b> |
|---------------------------|-----------------------------|
| 2018-19                   | 7.375%                      |
| 2019-20                   | 7.250                       |
| 2020-21                   | 7.000                       |

On July 12, 2021, CalPERS announced it had achieved a preliminary investment return of 21.3% for the 12-month period ending June 30, 2021. Under the Funding Risk Mitigation Policy approved by the CalPERS Board of Administration in 2015, the double-digit return will trigger a reduction in the discount rate from 7.00% to 6.80%. The CalPERS Board may further reduce the discount rate in the near future. The final discount rate (and other assumptions) will be determined at the Asset Liability Management meeting that occurs in November 2021. CalPERS may lower the discount rate beyond the trigger set forth in the Funding Risk Mitigation Policy or make other changes.

Lowering the discount rate means employers that contract with CalPERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under PEPRa will also see their contribution rates rise. PEPRa included certain other provisions to try to minimize pension costs for covered employees. The three-year reduction of the discount rate will result in average employer rate increases of about 1 percent to 3 percent of normal cost as a percent of payroll for most miscellaneous retirement plans, and a 2 percent to 5 percent increase for most safety plans. Additionally, many CalPERS employers will see a 30 to 40 percent increase in their current unfunded accrued liability payments. These payments are made to amortize unfunded liabilities over 20 years to bring the pension fund to a fully funded status over the long-term.

Fiscal Year 2020-21 investment returns and changes to the discount rate and other assumptions, including demographic changes, will be reported on the June 30, 2021 CalPERS actuarial reports. These changes, including the newly determined discount rate, will be reflected in contribution levels for cities, counties, and special districts in Fiscal Year 2023-24.

**Asset Volatility Ratio (AVR).** Plans that have higher asset-to-payroll ratios experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with an asset-to-payroll ratio of 8 may experience twice the contribution volatility due to investment return volatility, than a plan with an asset-to-payroll ratio of 4. Shown below is the asset volatility ratio for the Miscellaneous Plan, the Safety Plan (Fire), the Safety Plan (Police), the PEPRa Safety (Fire) and the PEPRa Safety (Police) plan which is a measure of each plan's current contribution volatility. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as the plan matures.

**Liability Volatility Ratio (LVR).** Plans that have higher liability-to-payroll ratios experience more volatile employer contributions (as a percentage of payroll) due to investment return and changes in liability. For example, a plan with a liability-to-payroll ratio of 8 is expected to have twice the contribution volatility of a plan with a liability-to-payroll ratio of 4. The liability volatility ratio is also shown in the table below. It should be noted that this ratio indicates a longer-term potential for contribution volatility. The AVR, described above, will tend to move closer to the LVR as the plan matures. Since the liability volatility ratio is a long-term measure, it is shown below at the current discount rate (7 percent) as well as the discount rate the Board has adopted to determine the contribution requirement in the June 30, 2020 actuarial valuation (7.00 percent).

| Rate Volatility                                 | Miscellaneous Plan* | Safety Plan (Fire)* | Safety Plan (Police)* | PEPRa Safety Plan (Police)* | PEPRa Safety Plan (Fire)* |
|-------------------------------------------------|---------------------|---------------------|-----------------------|-----------------------------|---------------------------|
| 1. Market Value of Assets                       | \$62,085,040        | \$17,315,683        | \$30,477,910          | \$1,046,399                 | \$202,278                 |
| 2. Payroll                                      | 10,654,408          | 932,777             | 1,473,487             | 1,101,945                   | 545,518                   |
| 3. Asset Volatility Ratio (AVR) [(1) / (2)]     | 5.8                 | 18.6                | 20.7                  | 0.9                         | 0.4                       |
| 4. Accrued Liability                            | \$101,857,734       | \$24,589,568        | \$43,807,080          | \$1,185,772                 | \$211,540                 |
| 5. Liability Volatility Ratio (LVR) [(4) / (2)] | 9.6                 | 26.4                | 29.7                  | 1.1                         | 0.4                       |



\* As of June 30, 2020

Source: CalPERS Annual Valuation Report as of June 30, 2020.

***Deferred Compensation Plan.*** City employees may defer a portion of their compensation under a City sponsored Deferred Compensation Plan created in accordance with Internal Revenue Code Section 457. Under this plan, participants are not taxed on the deferred portion of their compensation until distributed to them; distributions may be made only at termination, retirement, death or in an emergency defined by the plan. The laws governing deferred compensation plan assets require plan assets to be held by a trust for the exclusive benefit of plan participants and their beneficiaries. Since the assets held under these plans are not the City's property and are not subject to City control, they are excluded from the City's financial statements.

## **General Fund Long-Term Indebtedness**

The following is a summary of changes in long-term liabilities for the year ended June 30, 2021.

*2017 Fire Engine Lease (direct borrowing).* In October 2017, the City entered a capital lease with Umpqua Bank for the purchase of two Type-1 fire engine totaling \$1,125,731. Principal and interest payments are due semi-annually on May 1 and November 1 of each year with an interest rate of 2.45 percent. Lease payments are made by the General Fund. The total combined amount of accumulated depreciation on both fire engines is \$296,419.

*2017 Computer Equipment Lease (direct borrowing).* In July 2017, the City entered into a capital lease with IBM Credit LLC for the purchase of computer equipment and software totaling \$285,663. Principal is paid annually on September 1 and interest payments are due monthly with interest rates ranging from 2.15 percent to 2.37 percent. Lease payments are made primarily by the Information Technology internal service fund. The total combined amount of accumulated depreciation on this computer equipment is \$171,156.

*2017 I-Bank Financing Lease (direct borrowing).* In August 2017, the City entered into an agreement for \$4,000,000 with the California Infrastructure and Economic Development Bank (I-Bank) to finance roadway and other right-of-way improvements related to the Redwood Business Park. Principal is paid annually commencing on August 1, 2018, and interest payments are made semi-annually on August 1 and February 1 at an interest rate of 3.30 percent. Lease payments are made primarily by the General Fund. The total combined amount of accumulated depreciation on the roadway improvements is \$240,000.

*2020 Fire Brush Truck Lease (direct borrowing).* In February 2020, the City entered a capital lease with Umpqua Bank for the purchase of one Skeeter fire brush truck totaling \$227,606. Principal and interest payments are due semi-annually on March 1 and September 1 of each year with an interest rate of 2.8 percent. Lease payments are made by the General Fund. The total combined amount of accumulated depreciation on this truck is \$11,380.

*2020 Self Contained Breathing Apparatus Lease (direct borrowing).* In November 2020, the City entered an equipment lease with Umpqua Bank for the purchase of one self contained breathing apparatus system totaling \$343,762.85. Principal and interest payments are due on June 1 and December 1 of each year with an interest rate of 2.39 percent. Lease payments are made by both the General Fund and the Ukiah Valley Fire District at an even 50 percent split.

*Series 2020A Lease Revenue Bonds (Community Facilities Improvement Project).* Dated December 1, 2020 the original amount of the obligation was \$2,530,000 and is secured with a

pledge consisting primarily of base rental payments to be made by the City as rental for certain City-owned property. The obligation principal is payable in annual installments beginning April 1, 2021 ranging from \$90,000 to \$175,000 through year 2040. Interest is payable semi-annually on April 1 and October 1 of each year, commencing April 1, 2021, with an interest rate ranging from 3.00 percent to 4.00 percent. The Series 2020A Lease Revenue Bonds were issued to reimburse the City for the cost to purchase the Bank of America building, and to pay the costs associated with renovating the new customer service center and roof replacement project for the museum.

Series 2020B Taxable Lease Revenue Bonds (CalPERS Prepayment Project). Dated December 1, 2020 the original amount of the obligation was \$49,875,000 and is secured with a pledge consisting primarily of base rental payments to be made by the City as rental for certain City-owned property. This obligation is shared with business-type funds, with the governmental fund's share being 65 percent. The obligation principal is payable in annual installments beginning April 1, 2022 ranging from \$705,000 to \$3,015,000 through year 2049. Interest is payable semi-annually on April 1 and October 1 of each year, commencing October 1, 2021, with an interest rate ranging from 1.37 percent to 4.263 percent. The Series 2020B Taxable Lease Revenue Bonds were issued to refinance a portion of the UAL of the City's Miscellaneous, Safety Fire, and Safety Police pension plans with CalPERS.

*[Remainder of Page Intentionally Left Blank]*

## OVERLAPPING DEBT OF THE CITY

### Direct and Overlapping Bonded Debt

Set forth on the following page is a direct and overlapping debt report for the City (the “**Debt Report**”) prepared by California Municipal Statistics, Inc. and dated as of November 1, 2021. The Debt Report is included for general information purposes only. The City has not reviewed the Debt Report for completeness or accuracy and makes no representations in connection therewith. The Debt Report generally includes long term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the City in whole or in part. Such long-term obligations generally are not payable from revenues of the City (except as indicated) nor are they necessarily obligations secured by land within the City. In many cases long-term obligations issued by a public agency are payable from the general fund or other revenues of such public agency. The total 2020-21 assessed valuation of \$1,651,248,896 reflected in the Debt Report is provided by California Municipal Statistics, Inc. Neither the City, the Authority nor the Underwriter has verified this information.

**TABLE 12**  
**City of Ukiah**  
**Direct and Overlapping Debt Statement**  
**(as of November 1, 2021)**

**2021-22 Assessed Valuation:** \$1,651,248,896

| <b><u>OVERLAPPING TAX AND ASSESSMENT DEBT:</u></b>               | <b><u>% Applicable</u></b> | <b><u>Debt 11/1/21</u></b>             |
|------------------------------------------------------------------|----------------------------|----------------------------------------|
| Mendocino Lake Community College District                        | 13.466%                    | \$8,121,272                            |
| Ukiah Unified School District                                    | 34.004                     | <u>20,815,424</u>                      |
| TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT             |                            | \$28,936,696                           |
| <b><u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u></b>          |                            |                                        |
| Mendocino County Certificates of Participation                   | 12.740%                    | \$1,874,054                            |
| Mendocino County Pension Obligation Bonds                        | 12.740                     | 4,320,771                              |
| Ukiah Unified School District General Fund Obligations           | 34.004                     | 2,262,386                              |
| <b>City of Ukiah General Fund Obligations</b>                    | <b>100.000</b>             | <b><u>55,918,515<sup>(1)</sup></u></b> |
| TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT                   |                            | \$64,375,726                           |
| <b><u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u></b> | 100.000%                   | \$4,863,469                            |
| COMBINED TOTAL DEBT                                              |                            | \$98,175,891 <sup>(2)</sup>            |

**Ratios to 2021-22 Assessed Valuation:**

|                                                 |              |
|-------------------------------------------------|--------------|
| Total Overlapping Tax and Assessment Debt ..... | 1.75%        |
| <b>Combined Direct Debt (\$55,918,515).....</b> | <b>3.39%</b> |
| Combined Total Debt.....                        | 5.95%        |

**Ratios to Redevelopment Successor Agency Incremental Valuation (\$758,918,515):**

|                                           |       |
|-------------------------------------------|-------|
| Total Overlapping Tax Increment Debt..... | 0.64% |
|-------------------------------------------|-------|

(1) Excludes issue to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

## **CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS**

*The constitutional and statutory provisions discussed in this section have the potential to affect the ability of the City to levy taxes and spend tax proceeds for operating and other purposes.*

### **Article XIII A of the State Constitution**

Section 1(a) of Article XIII A of the State Constitution limits the maximum ad valorem tax on real property to 1% of full cash value (as defined in Section 2 of Article XIII A), to be collected by counties and apportioned according to law. Section 1(b) of Article XIII A provides that the 1% limitation does not apply to ad valorem taxes to pay interest or redemption charges on (1) indebtedness approved by the voters prior to June 1, 1978 or (2) any bonded indebtedness for the acquisition or improvement of real property approved on or after June 1, 1978, by two thirds of the votes cast by the voters voting on the Proposition. Section 2 of Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975–76 tax bill under ‘full cash value’ or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment.” The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the consumer price index or comparable data for the area under taxing jurisdiction or reduced in the event of declining property value caused by substantial damage, destruction or other factors. Legislation enacted by the State Legislature to implement Article XIII A provides that notwithstanding any other law, local agencies may not levy any ad valorem property tax except to pay debt service on indebtedness approved by the voters as described above.

The voters of the State subsequently approved various measures that further amended Article XIII A. One such amendment generally provides that the purchase or transfer of (i) real property between spouses or (ii) the principal residence and the first \$1,000,000 of the full cash value of other real property between parents and children, does not constitute a “purchase” or “change of ownership” triggering reassessment under Article XIII A. This amendment could serve to reduce the property-tax revenues of the City. Other amendments permitted the State Legislature to allow persons over 55 or “severely disabled homeowners” who sell their residences and buy or build another of equal or lesser value within two years in the same county, to transfer the old residence’s assessed value to the new residence.

In the November 1990 election, the voters approved the amendment of Article XIII A to permit the State Legislature to exclude from the definition of “newly constructed” the construction or installation of seismic retrofitting improvements or improvements utilizing earthquake hazard mitigation technologies constructed or installed in existing buildings after November 6, 1990.

Article XIII A has also been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, provided that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster.

### **Article XIII B of the State Constitution**

Article XIII B of the State Constitution limits the annual appropriations of the State and of any city, county, school district, special district, authority or other political subdivision of the State to the appropriations limit for the prior Fiscal Year, as adjusted for changes in the cost of living, population and services for which the fiscal responsibility is shifted to or from the governmental

entity. The “base year” for establishing this appropriations limit is the 1978–79 Fiscal Year. The appropriations limit may also be adjusted in emergency circumstances, subject to limitations.

Appropriations of an entity of local government subject to Article XIIB generally include authorizations to expend during a Fiscal Year the “proceeds of taxes” levied by or for the entity, exclusive of certain State subventions, refunds of taxes, and benefit payments from retirement, unemployment insurance and disability insurance funds. “Proceeds of taxes” include but are not limited to, all tax revenues, certain State subventions received by the local governmental entity and the proceeds to the local governmental entity from (1) regulatory licenses, user charges, and user fees (to the extent that such proceeds exceed the cost of providing the service or regulation) and (2) the investment of tax revenues. Article XIIB provides that if a governmental entity’s revenues in any year exceed the amounts permitted to be spent, the excess must be returned by revising tax rates or fee schedules over the subsequent two fiscal years.

Article XIIB does not limit the appropriation of moneys to pay debt service on indebtedness existing or authorized as of January 1, 1979, or for bonded indebtedness approved thereafter by a vote of the electors of the issuing entity at an election held for that purpose, or appropriations for certain other limited purposes. Furthermore, Article XIIB was amended in 1990 to exclude from the appropriations limit “all qualified capital outlay projects, as defined by the Legislature” from proceeds of taxes. The Legislature has defined “qualified capital outlay project” to mean a fixed asset (including land and construction) with a useful life of 10 or more years and a value which equals or exceeds \$100,000. As a result of this amendment, the appropriations to pay the lease payments on the City’s long term General Fund lease obligations are generally excluded from the City’s appropriations limit. The City has never exceeded its appropriations limit.

### **Articles XIIC and XIID of the State Constitution**

**General.** On November 5, 1996, the voters of the State approved Proposition 218, known as the “Right to Vote on Taxes Act.” Proposition 218 adds Articles XIIC and XIID to the California Constitution and contains a number of interrelated provisions affecting the ability of the City to levy and collect both existing and future taxes, assessments, fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act.” Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIIC of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. The amendments to Article XIIC define “taxes” that are subject to voter approval as “any levy, charge, or exaction of any kind imposed by a local government,” with certain exceptions.

**Taxes.** Article XIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the City (“general taxes”) require a majority vote; taxes for specific purposes (“special taxes”), even if deposited in the City’s General Fund, require a two-thirds vote.

**Property-Related Fees and Charges.** Article XIID also adds several provisions making it generally more difficult for local agencies to levy and maintain property-related fees, charges, and assessments for municipal services and programs. These provisions include, among other

things, (i) a prohibition against assessments which exceed the reasonable cost of the proportional special benefit conferred on a parcel, (ii) a requirement that assessments must confer a “special benefit,” as defined in Article XIID, over and above any general benefits conferred, (iii) a majority protest procedure for assessments which involves the mailing of notice and a ballot to the record owner of each affected parcel, a public hearing and the tabulation of ballots weighted according to the proportional financial obligation of the affected party, and (iv) a prohibition against fees and charges which are used for general governmental services, including police, fire or library services, where the service is available to the public at large in substantially the same manner as it is to property owners.

***Reduction or Repeal of Taxes, Assessments, Fees and Charges.*** Article XIIC also removes limitations on the initiative power in matters of reducing or repealing local taxes, assessments, fees or charges. No assurance can be given that the voters of the City will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges currently comprising a substantial part of the City’s General Fund. If such repeal or reduction occurs, the City’s ability to pay debt service on the Bonds could be adversely affected.

***Burden of Proof.*** Article XIIC provides that local government “bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.” Similarly, Article XIID provides that in “any legal action contesting the validity of a fee or charge, the burden shall be on the agency to demonstrate compliance” with Article XIID.

***Judicial Interpretation of Proposition 218.*** The interpretation and application of Articles XIIC and XIID will ultimately be determined by the courts, and it is not possible at this time to predict with certainty the outcome of such determination.

***Impact on City’s General Fund.*** The City does not believe that any material source of General Fund revenue is subject to challenge under Proposition 218 or Proposition 26.

The approval requirements of Articles XIIC and XIID reduce the flexibility of the City to raise revenues for the General Fund, and no assurance can be given that the City will be able to impose, extend or increase the taxes, fees, charges or taxes in the future that it may need to meet increased expenditure needs.

## **Proposition 1A; Proposition 22**

***Proposition 1A.*** Proposition 1A, proposed by the Legislature in connection with the State’s Fiscal Year 2004-05 Budget, approved by the voters in November 2004 and generally effective in Fiscal Year 2006-07, provided that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibited the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any Fiscal Year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county had to be approved by two-thirds of both houses of the Legislature.

***Proposition 22.*** Proposition 22, entitled “The Local Taxpayer, Public Safety and Transportation Protection Act,” was approved by the voters of the State in November 2010.

Proposition 22 eliminates or reduces the State's authority to (i) temporarily shift property taxes from cities, counties and special districts to schools, (ii) use vehicle license fee revenues to reimburse local governments for State-mandated costs (the State will have to use other revenues to reimburse local governments), (iii) redirect property tax increment from redevelopment agencies to any other local government, (iv) use State fuel tax revenues to pay debt service on State transportation bonds, or (v) borrow or change the distribution of State fuel tax revenues.

### **Unitary Property**

AB 454 (Chapter 921, Statutes of 1986) provides that revenues derived from most utility property assessed by the State Board of Equalization ("Unitary Property"), commencing with the 1988–89 Fiscal Year, are allocated as follows: (i) each jurisdiction will receive up to 102% of its prior year State-assessed revenue; and (ii) if county-wide revenues generated from Unitary Property are less than the previous year's revenues or greater than 102% of the previous year's revenues, each jurisdiction will share the burden of the shortfall or benefit of the excess revenues by a specified formula. This provision applies to all Unitary Property except railroads, whose valuation will continue to be allocated to individual tax rate areas.

The provisions of AB 454 do not constitute an elimination of the assessment of any State-assessed properties nor a revision of the methods of assessing utilities by the State Board of Equalization. Generally, AB 454 allows valuation growth or decline of Unitary Property to be shared by all jurisdictions in a county.

### **Possible Future Initiatives**

Article XIII A, Article XIII B and Propositions 218, 26, IA and 22 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time, other initiative measures could be adopted, further affecting the City's revenues or its ability to expend revenues.

### **BOND OWNERS' RISKS**

*The following describes certain special considerations and risk factors affecting the payment of and security for the Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of any Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors in the Bonds are advised to consider the following special factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other considerations will not materialize in the future.*

### **No Pledge of Taxes**

**General.** The obligation of the City to pay the Lease Payments and Additional Rental Payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay Lease Payments and Additional Rental Payments does not constitute a debt or indebtedness of the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

The City is currently liable on other obligations payable from general revenues, which are described above under "CITY FINANCIAL INFORMATION – Long-Term Obligations Payable Out of General Fund."

***Limitations on Taxes and Fees.*** Certain taxes, assessments, fees and charges presently imposed by the City could be subject to the voter approval requirements of Article XIIIC and Article XIID of the State Constitution. Based upon the outcome of an election by the voters, such fees, charges, assessments and taxes might no longer be permitted to be imposed, or may be reduced or eliminated and new taxes, assessments fees and charges may not be approved. The City has assessed the potential impact on its financial condition of the provisions of Article XIIIC and Article XIID of the State Constitution respecting the imposition and increase of taxes, fees, charges and assessments and does not believe that an election by the voters to reduce or eliminate the imposition of certain existing fees, charges, assessments and taxes would substantially affect its financial condition. However, the City believes that if the initiative power was exercised so that all local taxes, assessments, fees and charges that may be subject to Article XIIIC and Article XIID of the State Constitution are eliminated or substantially reduced, the financial condition of the City, including its General Fund, could be materially adversely affected.

Although the City does not currently anticipate that the provisions of Article XIIIC and Article XIID of the State Constitution would adversely affect its ability to pay Lease Payments and its other obligations payable from the General Fund, no assurance can be given regarding the ultimate interpretation or effect of Article XIIIC and Article XIID of the State Constitution on the City's finances. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS."

### **Abatement**

In the event of loss or substantial interference in the use and possession by the City of all or any portion of the Leased Property caused by material damage, title defect, destruction to or condemnation of the Leased Property, Lease Payments will be subject to abatement. See "SECURITY FOR THE BONDS – Abatement" herein. In the event that such component of the Leased Property, if damaged or destroyed by an insured casualty, could not be replaced during the period of in which proceeds of rental interruption insurance, if any, will be available in lieu of Lease Payments, or in the event that casualty insurance proceeds or condemnation proceeds are insufficient to provide for complete repair or replacement of such component of the Leased Property or prepayment of the Bonds, there could be insufficient funds to make payments to Owners in full. It is not always possible to predict the circumstances under which abatement of rental may occur. In addition, there is no statute, case or other law specifying how such an abatement of rental should be measured. For example, it is not clear whether fair rental value is established as of commencement of the lease or at the time of the abatement. If the latter, it may be that the value of the Leased Property is substantially higher or lower than its value at the time of issuance of the Bonds. Abatement, therefore, could have an uncertain and material adverse effect on the security for and payment of the Bonds.

If damage, destruction, title defect or eminent domain proceedings with respect to the Leased Property results in abatement of the Lease Payments related to such Leased Property and if such abated Lease Payments, if any, together with moneys from rental interruption or use and occupancy insurance, if any, (in the event of any insured loss due to damage or destruction), and eminent domain proceeds, if any, are insufficient to make all payments of principal and interest with respect to the Bonds during the period that the Leased Property is being replaced, repaired or reconstructed, then all or a portion of such payments of principal and interest may not be made. Reduction in Lease Payments due to abatement as provided in the Lease does not constitute a default thereunder, and no remedy is available to the Bond Owners under the Lease or the Indenture for nonpayment under such circumstances. See APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – The Lease – Abatement of Rental."



### **Limited Recourse on Default; No Right to Repossess; No Acceleration of Lease Payments**

Failure by the City to make Lease Payments, or failure to pay Additional Rental Payments or to observe and perform any other terms, covenants or conditions contained in the Lease or in the Indenture for a period of 30 days after written notice of such failure and request that it be remedied has been given to the City by the Authority or the Trustee, constitute Events of Default under the Lease. Such events permit the Trustee or the Authority to pursue any and all remedies available. However, notwithstanding anything in the Lease or in the Indenture to the contrary, there is no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments that are not then in default to be immediately due and payable, nor do the Authority or the Trustee have any right to repossess or relet the Leased Property.

Following an event of default, the Authority or the Trustee may elect either to terminate the Lease and seek to collect damages from the City or to maintain the Lease in effect and seek to collect the Lease Payments as they become due. See “APPENDIX C – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – The Lease” herein.

In the event of a default, there is no remedy of acceleration of the total Lease Payments due over the term of the Lease and neither the Authority nor the Trustee are empowered to sell or relet the Leased Property and use the proceeds of such sale or reletting to redeem the Bonds or pay debt service with respect thereto. The City will be liable only for Lease Payments on an annual basis and, in the event of a default, the Authority or Trustee would be required to seek a separate judgment each year for that year’s defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against municipalities in California, including a limitation on enforcement of judgments against funds of a Fiscal Year other than the Fiscal Year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

### **Additional Obligations of the City**

**General.** The City is permitted to enter into other obligations which constitute additional charges against its revenues without the consent of Owners of the Bonds, and may in the future be subject to liabilities payable from the general fund (some of which are described below). To the extent that additional obligations are incurred by (or imposed upon) the City, the funds available to pay Lease Payments may be decreased.

The Lease Payments and other payments due under the Lease (including payment of costs of repair and maintenance of the Leased Property, taxes and other governmental charges levied against the Leased Property) are payable from funds lawfully available to the City. If the amounts that the City is obligated to pay in a fiscal year exceed the City’s revenues for such year, the City may choose to make some payments rather than making other payments, including Lease Payments and Additional Rental Payments, based on the perceived needs of the City. The same result could occur if, because of California Constitutional limits on expenditures, the City is not permitted to appropriate and spend all of its available revenues or is required to expend available revenues to preserve the public health, safety and welfare.

**Litigation.** The City is subject to litigation arising in the normal course of business. See “LITIGATION.”

**CalPERS Obligations.** Many cities and other local agencies in the State have been faced with increased payments due to CalPERS in recent years. The City, like many other cities and local agencies in the State, is responsible for payments to CalPERS for its share of employee pension costs. Amounts owed to CalPERS for pension costs have increased in recent years and are expected to continue to increase, as CalPERS implements changes to its discount rate and other methodologies for calculating pension costs. See “THE CITY – Pension Plans” for additional information on CalPERS.

## **Default**

Whenever any event of default referred to in the Lease happens and continues, the Trustee (as assignee of the Authority) is authorized under the terms of the Lease to exercise any and all remedies available under law or granted under the Lease. See “APPENDIX C – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS” for a detailed description of available remedies in the case of a default under the Lease.

If a default occurs, there is no remedy of acceleration of the total Lease Payments due over the term of the Lease. The Trustee is not empowered to sell the Leased Property and use the proceeds of such sale to prepay the Bonds or pay debt service on the Bonds.

The City will be liable only for Lease Payments on an annual basis and, in the event of a default, the Trustee would be required to seek a separate judgment each year for that year's defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against municipalities in the State, including a limitation on enforcement of judgments against funds of a fiscal year other than the fiscal year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

## **Abatement**

Under certain circumstances related to damage, destruction, condemnation or title defects which cause a substantial interference with the use and possession of the Leased Property, the City's obligation to make Lease Payments will be subject to full or partial abatement and could result in the Trustee having inadequate funds to pay the principal and interest on the Bonds as and when due. See “SECURITY FOR THE BONDS – Abatement” and “APPENDIX C – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS.”

Although the City is required under the Lease to maintain property and liability insurance with respect to the Leased Property, the required insurance coverage is subject to certain conditions and restrictions. See “SECURITY FOR THE BONDS – Property Insurance.”

[[[The City is not required to maintain rental interruption insurance to thereby generate available moneys to make debt service payments on the Bonds during any period of abatement.]]]

## **Sales Taxes**

Sales tax revenues are typically the biggest source of revenue to the City, behind property taxes. Sales tax revenues are based upon the gross receipts of retail sales of tangible goods and products by retailers with taxable transactions in the City, which could be impacted by a variety of factors.

For example, before final maturity of the Bonds, the City may enter into an economic recession. In times of economic recession, the gross receipts of retailers often decline, and such a decline would cause the sales tax revenues received by the City to also decline.

In addition, changes or amendments in the laws applicable to the City's receipt of sales tax revenues, whether implemented by State legislative action or voter initiative, could have an adverse effect on sales tax revenues received by the City. For example, many categories of transactions are exempt from the statewide sales tax, and additional categories could be added in the future. Currently, most sales of food products for human consumption are exempt; this exemption, however, does not apply to liquor or to restaurant meals. The rate of sales tax levied on taxable transactions in the City or the fee charged by the CDTFA for administering the City's sales tax could also be changed.

## Property Taxes

Property taxes are a significant source of General Fund revenue to the City. Certain risks associated with property tax revenues follow.

***Levy and Collection.*** The City does not have any independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the City's property tax revenues, and accordingly, could have an adverse impact on the ability of the City to make Lease Payments. Likewise, delinquencies in the payment of property taxes could have an adverse effect on the City's ability to pay principal of and interest on the Bonds when due.

***Reduction in Inflationary Rate.*** Article XIII A of the California Constitution provides that the full cash value base of real property used in determining assessed value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS." Such measure is computed on a calendar year basis. Because Article XIII A limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%. Since Article XIII A was approved, the annual adjustment for inflation has fallen below the 2% limitation a limited number of times.

The City is unable to predict if any adjustments to the full cash value base of real property within the City, whether an increase or a reduction, will be realized in the future.

***Appeals of Assessed Values.*** There are two types of appeals of assessed values that could adversely impact property tax revenues:

***Proposition 8 Appeals.*** Most of the appeals that might be filed in the City would be based on Section 51 of the Revenue and Taxation Code, which requires that for each lien date the value of real property must be the lesser of its base year value annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value.

Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application with the appropriate county board of

equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. These market-driven appeals are known as Proposition 8 appeals.

Any reduction in the assessment ultimately granted as a Proposition 8 appeal applies to the year for which application is made and during which the written application was filed. These reductions are often temporary and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

**Base Year Appeals.** A second type of assessment appeal is called a base year appeal, where the property owners challenge the original (basis) value of their property. Appeals for reduction in the “base year” value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

No assurance can be given that property tax appeals in the future will not significantly reduce the City’s property tax revenues.

## **Natural Calamities**

**General.** Natural disasters, such as seismic events, flooding, landslides or wildfires, could affect economic activity in the City, and could have a negative impact on City finances. There can be no assurance that the occurrence of any natural calamity would not cause substantial interference to and costs for the City or impact the Leased Property.

**Seismic.** The City is located in a seismically active area of California. If there were to be an occurrence of severe seismic activity in the area of the City, such an occurrence may adversely affect economic activity in the City, and could have a negative impact on City finances. The City could be at risk from strong ground motion and secondary effects related to a seismic event, including ground failure (such as landslide, liquefaction, lateral spreading, lurching and differential settlement) and seismically induced flooding (such as flooding from a tsunami or dam failure).

**Wildfires.** Although the City is not located within a Fire Hazard Severity Zone as established by CAL FIRE (<https://egis.fire.ca.gov/FHSZ>), there are areas adjacent to the City that are open space parklands and more susceptible to wildfires. In addition, many areas of northern California have suffered from major wildfires in recent years, including numerous wildfires in northern California in 2020 and in 2021. In addition to their direct impact on health and safety and property damage in California, the smoke from many of these wildfires has impacted the quality of life throughout the region, and the City and may have short-term and future impacts on commercial activity in the City. The fires have been driven in large measure by drought conditions and low humidity. Experts expect that California will continue to be subject to wildfire conditions year over year as a result in changing weather patterns due to climate change.

**Droughts.** California is subject to droughts from time-to-time. On April 1, 2015, for the first time in California’s history, Governor Edmund G. Brown directed the State Water Resources Control Board to implement mandatory water reductions in cities and towns across California to

reduce water usage by 25%. Following a wet winter in 2016-17, most of the mandatory water reductions were lifted, only to return again in 2021 following unusually dry years.

**Climate Change.** City finances may be negatively impacted by climate change. Local impacts of climate change are not definitive, but parcels in the City could experience changes to local and regional weather patterns; increased risk of flooding; and water restrictions. See, for example, the discussions above regarding wildfires and droughts.

### **COVID-19 Pandemic**

The spread of COVID-19 has impacted governments, businesses and people in a manner that is having negative effects on global and local economies. In response to the pandemic, the City took actions to activate its emergency operations center, temporarily close all non-essential City services, introduced teleworking as and where appropriate, implemented daily screening of all employees, and abided by all state and federal guidelines and orders. The City actively monitors the COVID-19 situation in the community and acts swiftly to issue executive orders to mitigate the spread of the virus. Additionally, the City has forged a strong relationship with the Mendocino County Health Department and local medical clinics to ensure timely sharing of information and coordinated responses to issues.

The City continues to monitor the spread of COVID-19 and is working with local, state, and national agencies to address the potential impact of the pandemic upon the City. There can be no assurances that the spread of COVID-19 and/or responses intended to slow the spread of COVID-19 such as declining business and travel activity, will not materially adversely impact the state and national economies and, accordingly, materially adversely impact the financial condition of the City and the City's General Fund. In addition, the City may experience increased personnel costs and/or reduced revenues due to the COVID-19 situation and the related impact on economic and other activity in and around the City.

### **Cyber Security**

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. The City maintains insurance coverage for loss resulting from cyber security incidents, however no assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City, or the administration of the Bonds. The City is also reliant on other entities and service providers in connection with the administration of the Bonds, including without limitation the County tax collector for the levy and collection of property taxes, the Trustee, and the dissemination agent. No assurance can be given that the City and/or the other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

### **Limitations on Remedies Available to Bond Owners**

The ability of the City to comply with its covenants under the Lease may be adversely affected by actions and events outside of the control of the City, and may be adversely affected by actions taken (or not taken) by voters, property owners, taxpayers or payers of assessments, fees and charges. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS" above. Furthermore, any remedies available to the owners of the Bonds

upon the occurrence of an event of default under the Lease or the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay and could prove both expensive and time consuming to obtain.

In addition to the limitations on Bondowner remedies contained in the Lease and the Indenture, the rights and obligations under the Bonds, the Lease and the Indenture may be subject to the following: the United States Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the Owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

The opinion to be delivered by Bond Counsel, concurrently with the issuance of the Bonds, will include a qualification that the rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture, the Lease and the Site Lease may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in accordance with principles of equity or otherwise in appropriate cases. See "APPENDIX E — FORM OF OPINION OF BOND COUNSEL."

### **Secondary Market for Bonds**

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that any Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

## **TAX MATTERS**

**Federal Tax Status.** In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may

cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

***Tax Treatment of Original Issue Discount and Premium.*** If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “bond premium” for purposes of federal income taxes and State of California personal income taxes.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Under the Tax Code, bond premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond’s maturity date or its call date). The amount of bond premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of bond premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

***California Tax Status.*** In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

***Other Tax Considerations.*** Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such

opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

### **CERTAIN LEGAL MATTERS**

Jones Hall, A Professional Law Corporation, Bond Counsel, will render an opinion with respect to the validity of the Bonds, the form of which is set forth in “APPENDIX E — FORM OF OPINION OF BOND COUNSEL.” Certain legal matters will also be passed upon for the City and the Authority by Jones Hall, A Professional Law Corporation, as Disclosure Counsel. Certain legal matters will be passed upon for the City by the City Attorney, and for the Underwriter by its counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation.

### **LITIGATION**

Except as may otherwise be set forth in this Official Statement, to the best knowledge of the City, there is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending and notice of which has been served on and received by the City or, to the knowledge of the City, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Lease, the Site Lease or the Indenture, or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially adversely affect the consummation of the transactions contemplated by the Lease, the Site Lease or the Indenture, or the financial conditions, assets, properties or operations of the City, including but not limited to the payment and performance of the City’s obligations under the Lease.

The City is subject to claims, actions, and lawsuits arising in the normal course of business. At this time, the City does not believe any of the lawsuits are likely to be resolved in a manner that would result in liability to the City in excess of its existing insurance coverage. However, no assurance can be given that an adverse outcome in any pending or future litigation against the City would not result in a material adverse effect upon the financial condition of the City and its ability to pay the Lease Payments securing the Bonds.



## RATING

S&P Global Ratings (“**S&P**”), a division of Standard & Poor’s Financial Services LLC has assigned its municipal bond rating of “\_\_\_” to the Bonds. This rating reflects only the views of S&P, and an explanation of the significance of this rating, and any outlook assigned to or associated with this rating, should be obtained from S&P. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. The City has provided certain additional information and materials to the rating agency (some of which does not appear in this Official Statement). There is no assurance that this rating will continue for any given period of time or that this rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of any rating on the Bonds may have an adverse effect on the market price or marketability of the Bonds.

## CONTINUING DISCLOSURE

The City will covenant for the benefit of owners of the Bonds to provide certain financial information and operating data by not later than nine months after the end of the City’s fiscal year, or April 1, of each year (based on the City’s current fiscal year-end of June 30), commencing April 1, 2022, with the report for the 2020-21 fiscal year (the “**Annual Report**”) and to provide notices of the occurrence of certain listed events.

These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5), as amended (the “**Rule**”). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City is set forth in “APPENDIX D – Form of Continuing Disclosure Certificate.”

A review of the City’s prior compliance with its continuing disclosure obligations under the Rule reveals that the City did not timely file its audited financial statements and/or annual report information by the due dates for Fiscal Years 2015-16 through 2019-20.

All remedial filings have been made and the City has engaged NHA Advisors LLC to assist with its continuing disclosure obligations under the Rule in the future.

## MUNICIPAL ADVISOR

The City and the Authority have retained NHA Advisors LLC, of San Rafael, California, as municipal advisor (the “**Municipal Advisor**”) in connection with the offering of the Bonds. All financial and other information presented in this Official Statement has been provided by the City and the Authority from their records, except for information expressly attributed to other sources. The Municipal Advisor takes no responsibility for the accuracy or completeness of the data provided by the City, Authority or others and has not undertaken to make an independent verification or does not assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fee of the Municipal Advisor is contingent upon the successful closing of the Bonds.

## UNDERWRITING

Piper Sandler & Co., as underwriter (the “**Underwriter**”), has entered into a Bond Purchase Agreement with the Authority under which it will purchase the Bonds at a purchase price of \$\_\_\_\_\_, which is equal to the par amount of the Bonds, less an Underwriter’s discount of \$\_\_\_\_\_.

The Underwriter will be obligated to take and pay for all of the Bonds if any are taken. The Underwriter intends to offer the Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. After the initial public offering, the public offering price may be varied from time to time by the Underwriter.

## PROFESSIONAL SERVICES

In connection with the issuance of the Bonds, fees payable to the following professionals involved in the offering are contingent upon the issuance and delivery of the Bonds: Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel; NHA Advisors LLC, San Rafael, California, as municipal advisor to the Authority and the City; \_\_\_\_\_, \_\_\_\_\_, California, as counsel to the Underwriter; and The Bank of New York Mellon Trust Company, N.A., as Trustee.

**EXECUTION**

The execution of this Official Statement and its delivery have been authorized by the Board of the Authority and the City Council of the City.

UKIAH PUBLIC FINANCING AUTHORITY

By: \_\_\_\_\_  
Executive Director

CITY OF UKIAH

By: \_\_\_\_\_  
City Manager

**APPENDIX A**  
**AUDITED FINANCIAL STATEMENTS**  
**FOR FISCAL YEAR ENDING JUNE 30, 2021**

## APPENDIX B

### GENERAL INFORMATION ABOUT THE CITY OF UKIAH AND THE COUNTY OF MENDOCINO

*The following information concerning the County of Mendocino (the “**County**”) and the City of Ukiah (the “**City**”) is included only for the purpose of supplying general information regarding the area. The Bonds are not a debt of the County, the City, the State of California (the “**State**”) or any of its political subdivisions, and neither the County, the City, the State nor any of its political subdivisions is liable therefor. The City and the Underwriter take no responsibility for the accuracy or completeness of such information.*

#### **General**

**The City.** The City is located in the north central area of the County, approximately 100 miles north of San Francisco and about an hour’s drive from the coastal redwoods and the Mendocino Coast. The City is the largest city in the County and is the County seat. The City was incorporated in 1876 and was the first community in the United States to utilize a Council-Manager form of government. The City Council is made up of five members who set policy and set up the City budget. The City Council appoints a Mayor, City Manager, City Treasurer, City Clerk and members of other commissions.

**The County.** The County was created in 1850 by the State Legislature and was one of the State’s original 27 counties. Sonoma, Lake, Glenn, Tehama, Trinity and Humboldt counties all border Mendocino County on its inland side. The County spans an area of over 2 million acres, which is approximately 3500 square miles and its coastline runs about 100 miles. Coastal highways 1 and 101, running through the center of the County, are important transportation routes. Smaller country roads connect Mendocino’s five distinct regions, which are the Anderson Valley to the south, South Mendocino coast, North Mendocino coast, Northern Mendocino County and the Russian River Valley to the east. The City of Ukiah is the largest city in the County and is the County seat. The County is legislatively governed by a board of five supervisors, each with a separate district.

The County has nine Indian reservations lying within its borders, the fourth most of any county in the United States (after San Diego County, California; Sandoval County, New Mexico; and Riverside County, California).

## Population

The following table lists population estimates for the City, the County and the State for the last five years, as of January 1 each year.

**CITY OF UKIAH, COUNTY OF MENDOCINO, STATE OF CALIFORNIA**  
**Population Estimates**  
**Years 2017 through 2021, as of January 1**

| <b>Year</b> | <b>City of<br/>Ukiah</b> | <b>Mendocino<br/>County</b> | <b>State of<br/>California</b> |
|-------------|--------------------------|-----------------------------|--------------------------------|
| 2017        | 15,937                   | 88,646                      | 39,352,398                     |
| 2018        | 16,081                   | 88,542                      | 39,519,535                     |
| 2019        | 15,942                   | 88,205                      | 39,605,361                     |
| 2020        | 15,951                   | 87,708                      | 39,648,938                     |
| 2021        | 15,526                   | 86,669                      | 39,466,855                     |

*Source: California Department of Finance, Demographic Research Unit.*

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## Industry and Employment

**MENDOCINO COUNTY**  
**Civilian Labor Force, Employment and Unemployment**  
**Calendar Years 2016 through 2020**  
**(March 2020 benchmark)**

|                                                   | 2016   | 2017   | 2018   | 2019   | 2020   |
|---------------------------------------------------|--------|--------|--------|--------|--------|
| Civilian Labor Force <sup>(1)</sup>               | 39,620 | 39,560 | 39,460 | 38,650 | 37,020 |
| Employment                                        | 37,520 | 37,760 | 37,870 | 37,090 | 33,720 |
| Unemployment                                      | 2,100  | 1,800  | 1,590  | 1,560  | 3,290  |
| Unemployment Rate                                 | 5.3%   | 4.5%   | 4.0%   | 4.0%   | 8.9%   |
| <u>Wage and Salary Employment:</u> <sup>(2)</sup> |        |        |        |        |        |
| Agriculture                                       | 1,360  | 1,380  | 1,450  | 1,460  | 1,410  |
| Mining and Logging                                | 300    | 330    | 310    | 290    | 270    |
| Construction                                      | 1,060  | 1,220  | 1,380  | 1,390  | 1,320  |
| Manufacturing                                     | 2,550  | 2,540  | 2,470  | 2,430  | 2,360  |
| Wholesale Trade                                   | 740    | 840    | 810    | 740    | 700    |
| Retail Trade                                      | 4,730  | 4,760  | 4,820  | 4,810  | 4,480  |
| Transportation, Warehousing, Utilities            | 710    | 710    | 730    | 720    | 840    |
| Information                                       | 250    | 230    | 230    | 210    | 170    |
| Financial Activities                              | 1,050  | 1,060  | 1,070  | 1,050  | 980    |
| Professional and Business Services                | 1,670  | 1,670  | 1,790  | 1,860  | 1,800  |
| Educational and Health Services                   | 5,580  | 5,750  | 5,780  | 5,840  | 5,530  |
| Leisure and Hospitality                           | 4,410  | 4,410  | 4,490  | 4,360  | 3,200  |
| Other Services                                    | 790    | 810    | 810    | 750    | 700    |
| Federal Government                                | 280    | 270    | 270    | 270    | 290    |
| State Government                                  | 570    | 560    | 580    | 600    | 640    |
| Local Government                                  | 6,400  | 6,400  | 6,320  | 6,310  | 5,740  |
| Total all Industries <sup>(3)</sup>               | 32,440 | 32,950 | 33,290 | 33,100 | 30,390 |

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Columns may not sum to totals due to rounding.

Source: State of California Employment Development Department.

*[Remainder of page intentionally left blank]*

## Principal Employers

The following table lists the principal employers within the City for fiscal year 2019-20.

### CITY OF UKIAH Principal Employers Fiscal Year 2019-20

| <b>Employer Name</b>                 | <b>No. of<br/>Employees</b> |
|--------------------------------------|-----------------------------|
| Adventist Health Ukiah Valley        | 500-999                     |
| City of Ukiah                        | 100-249                     |
| Costco Wholesale                     | 100-249                     |
| County of Mendocino                  | 1,000-1,250                 |
| Dharma Realm Buddhist Association    | 100-249                     |
| Mendocino Community Health           | 250-499                     |
| Mendocino County Office of Education | 100-249                     |
| Pacific Coast Farm Credit            | 100-249                     |
| Ukiah Valley Medical Center          | 500-999                     |
| Walmart                              | 100-249                     |

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*Source: City of Ukiah.*

*[Remainder of page intentionally left blank]*



The following table lists, in alphabetical order, the largest manufacturing and non-manufacturing employers within the County as of October 2021.

**COUNTY OF MENDOCINO**  
**Major Employers**  
**As of October 2021**  
**(In Alphabetical Order)**

| <b>Employer Name</b>           | <b>Location</b> | <b>Industry</b>                         |
|--------------------------------|-----------------|-----------------------------------------|
| Adventist Health Howard Meml   | Willits         | Hospitals                               |
| Adventist Health Mendocino Cst | Fort Bragg      | Hospitals                               |
| Adventist Health Ukiah Vly     | Ukiah           | Outpatient Services                     |
| California Department-Forestry | Willits         | Government Offices-State                |
| Costco Wholesale               | Ukiah           | Wholesale Clubs                         |
| Coyote Valley Casino           | Redwood Valley  | Casinos                                 |
| Dharma Realm Buddhist Assn     | Ukiah           | Associations                            |
| Fetzer Vineyards               | Hopland         | Wineries (mfrs)                         |
| Georgia-Pacific Corp           | Fort Bragg      | Sawmills (mfrs)                         |
| Little River Inn               | Little River    | Golf Courses                            |
| Mendocino Community Health     | Ukiah           | Clinics                                 |
| Mendocino County Food Stamps   | Ukiah           | Government Offices-County               |
| Mendocino County Office of Edu | Ukiah           | Boards of Education                     |
| Mendocino County Sheriff       | Point Arena     | Government Offices-County               |
| Mendocino County Social Svc    | Ukiah           | Government Offices-County               |
| Mendocino Redwood Co LLC       | Calpella        | Restaurants                             |
| MetalFx Inc                    | Willits         | Sheet Metal Fabricators (mfrs)          |
| Oak Point Ranch                | Potter Valley   | Vineyards                               |
| Pacific Coast Farm Credit      | Ukiah           | Loans-Agricultural                      |
| Safeway                        | Fort Bragg      | Grocers-Retail                          |
| Sawmill                        | Ukiah           | Sawmills & Planing Mills-General (mfrs) |
| Ukiah City Civic Ctr           | Ukiah           | Government Offices-City/Village & Twp   |
| Ukiah High School              | Ukiah           | Schools                                 |
| Ukiah Valley Medical Ctr       | Ukiah           | Hospitals                               |
| Walmart                        | Ukiah           | Department Stores                       |

*Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2022 1st edition.*

*[Remainder of page intentionally left blank]*

## Effective Buying Income

“Effective Buying Income” is defined as personal income less personal tax and nontax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.”

The following table summarizes the total effective buying income for the City, the County, the State, and the United States for the period 2018 through 2022.

**CITY OF UKIAH, MENDOCINO COUNTY,  
STATE OF CALIFORNIA AND UNITED STATES  
EFFECTIVE BUYING INCOME  
As of January 1, 2018 through 2022**

| <b>Year</b> | <b>Area</b>      | <b>Total Effective<br/>Buying Income<br/>(000's Omitted)</b> | <b>Median Household<br/>Effective<br/>Buying Income</b> |
|-------------|------------------|--------------------------------------------------------------|---------------------------------------------------------|
| 2018        | City of Ukiah    | \$304,459                                                    | \$37,984                                                |
|             | Mendocino County | 1,833,429                                                    | 40,496                                                  |
|             | California       | 1,113,648,181                                                | 59,646                                                  |
|             | United States    | 8,640,770,229                                                | 50,735                                                  |
| 2019        | City of Ukiah    | \$341,372                                                    | \$39,976                                                |
|             | Mendocino County | 1,958,994                                                    | 42,231                                                  |
|             | California       | 1,183,264,399                                                | 62,637                                                  |
|             | United States    | 9,017,967,563                                                | 52,841                                                  |
| 2020        | City of Ukiah    | \$412,016                                                    | \$47,335                                                |
|             | Mendocino County | 2,374,052                                                    | 48,768                                                  |
|             | California       | 1,243,564,816                                                | 65,870                                                  |
|             | United States    | 9,487,165,436                                                | 55,303                                                  |
| 2021        | City of Ukiah    | \$366,626                                                    | \$45,764                                                |
|             | Mendocino County | 2,149,946                                                    | 46,801                                                  |
|             | California       | 1,290,894,604                                                | 67,956                                                  |
|             | United States    | 9,809,944,764                                                | 56,790                                                  |
| 2022        | City of Ukiah    | \$416,520                                                    | \$55,457                                                |
|             | Mendocino County | 2,538,336                                                    | 55,971                                                  |
|             | California       | 1,452,426,153                                                | 77,058                                                  |
|             | United States    | 11,208,582,541                                               | 64,448                                                  |

Source: The Nielsen Company (US), Inc for year 2018; Claritas, LLC for 2019 through 2022.

## Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

Total taxable sales during the first quarter of calendar year 2021 in the City were reported to be \$143,482,524, a 13.16% increase over the total taxable sales of \$126,801,383 reported during the first quarter of calendar year 2020.

**CITY OF UKIAH**  
**Taxable Retail Sales**  
**Number of Permits and Valuation of Taxable Transactions**  
**Calendar Years 2016 through 2020 (Dollars in Thousands)**

|      | <b>Retail Stores</b> |                      | <b>Total All Outlets</b> |                      |
|------|----------------------|----------------------|--------------------------|----------------------|
|      | Number of Permits    | Taxable Transactions | Number of Permits        | Taxable Transactions |
| 2016 | 478                  | \$415,019            | 775                      | \$467,938            |
| 2017 | 469                  | 413,944              | 774                      | 465,072              |
| 2018 | 457                  | 432,223              | 803                      | 485,110              |
| 2019 | 455                  | 491,185              | 807                      | 548,622              |
| 2020 | 461                  | 520,425              | 814                      | 582,571              |

*Source: State Department of Tax and Fee Administration.*

Total taxable sales during the first quarter of calendar year 2021 in the County were reported to be \$434,304,382, a 20.66% increase over the total taxable sales of \$359,950,406 reported during the first quarter of calendar year 2020.

**COUNTY OF MENDOCINO**  
**Taxable Retail Sales**  
**Number of Permits and Valuation of Taxable Transactions**  
**Calendar Years 2016 through 2020 (Dollars in Thousands)**

|      | <b>Retail Stores</b> |                      | <b>Total All Outlets</b> |                      |
|------|----------------------|----------------------|--------------------------|----------------------|
|      | Number of Permits    | Taxable Transactions | Number of Permits        | Taxable Transactions |
| 2016 | 2,489                | \$1,075,436          | 4,145                    | \$1,424,943          |
| 2017 | 2,529                | 1,111,403            | 4,460                    | 1,467,165            |
| 2018 | 2,492                | 1,150,832            | 4,796                    | 1,490,850            |
| 2019 | 2,472                | 1,245,092            | 5,046                    | 1,602,968            |
| 2020 | 2,567                | 1,350,609            | 5,232                    | 1,728,692            |

*Source: State Department of Tax and Fee Administration.*

## Construction Activity

Construction activity in the City and the County for the past five years for which data is available is shown in the following tables.

### CITY OF UKIAH Building Permit Valuation For Calendar Years 2016 through 2020 (Dollars in Thousands)<sup>(1)</sup>

|                            | 2016      | 2017      | 2018      | 2019      | 2020      |
|----------------------------|-----------|-----------|-----------|-----------|-----------|
| <u>Permit Valuation</u>    |           |           |           |           |           |
| New Single-family          | \$2,230.4 | \$3,582.6 | \$4,794.6 | \$2,054.1 | \$2,340.8 |
| New Multi-family           | 8,400.0   | 0.0       | 0.0       | 0.0       | 3,526.4   |
| Res. Alterations/Additions | 850.3     | 1,133.6   | 10,268.4  | 627.8     | 991.5     |
| Total Residential          | 11,480.7  | 4,716.2   | 15,063.0  | 2,681.9   | 6,858.7   |
| New Commercial             | 654.0     | 3,403.7   | 5,699.5   | 331.6     | 1,973.3   |
| New Industrial             | 78.2      | 0.0       | 0.0       | 14.6      | 0.0       |
| New Other                  | 667.0     | 505.1     | 1,877.1   | 244.9     | 700.0     |
| Com. Alterations/Additions | 726.4     | 726.8     | 845.0     | 608.0     | 613.1     |
| Total Nonresidential       | 2,125.6   | 4,635.6   | 8,421.6   | 1,199.1   | 3,286.4   |
| <u>New Dwelling Units</u>  |           |           |           |           |           |
| Single Family              | 13        | 16        | 25        | 11        | 9         |
| Multiple Family            | 48        | 0         | 0         | 0         | 240       |
| TOTAL                      | 61        | 16        | 25        | 11        | 249       |

(1) Totals may not foot due to rounding.

Source: Construction Industry Research Board, Building Permit Summary.

### MENDOCINO COUNTY Building Permit Valuation For Calendar Years 2016 through 2020 (Dollars in Thousands)<sup>(1)</sup>

|                            | 2016       | 2017       | 2018       | 2019       | 2020       |
|----------------------------|------------|------------|------------|------------|------------|
| <u>Permit Valuation</u>    |            |            |            |            |            |
| New Single-family          | \$11,628.5 | \$17,779.4 | \$29,034.7 | \$22,296.2 | \$20,148.2 |
| New Multi-family           | 8,400.0    | 224.9      | 0.0        | 1,630.7    | 3,526.4    |
| Res. Alterations/Additions | 10,523.7   | 7,241.9    | 985.7      | 9,095.0    | 9,570.8    |
| Total Residential          | 30,552.2   | 25,246.2   | 39,303.1   | 33,021.9   | 33,245.4   |
| New Commercial             | 3,937.5    | 14,404.3   | 4,248.8    | 17,698.1   | 20,058.6   |
| New Industrial             | 78.2       | 775.3      | 5.0        | 14.6       | 20,158.6   |
| New Other                  | 4,008.9    | 2,859.7    | 20,105.1   | 5,738.3    | 4,898.0    |
| Com. Alterations/Additions | 6,652.3    | 2,240.8    | 7,387.6    | 8,771.3    | 5,546.0    |
| Total Nonresidential       | 14,676.9   | 20,280.1   | 31,746.5   | 32,222.3   | 50,661.2   |
| <u>New Dwelling Units</u>  |            |            |            |            |            |
| Single Family              | 70         | 91         | 157        | 137        | 102        |
| Multiple Family            | 48         | 2          | 0          | 8          | 240        |
| TOTAL                      | 118        | 93         | 157        | 145        | 342        |

(1) Totals may not foot due to rounding.

Source: Construction Industry Research Board, Building Permit Summary.

**APPENDIX C**

**SUMMARY OF CERTAIN PROVISIONS OF  
PRINCIPAL LEGAL DOCUMENTS**

## APPENDIX D

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

\$ \_\_\_\_\_  
**UKIAH PUBLIC FINANCING AUTHORITY**  
**Lease Revenue Bonds, Series 2022**  
**(Capital Projects)**

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the City of Ukiah (the “City”) in connection with the issuance by the Authority of the bonds captioned above (the “Bonds”). The Bonds are being issued under an Indenture of Trust dated as of February 1, 2022 (the “Indenture”), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“*Annual Report Date*” means April 1 of each year.

“*Dissemination Agent*” means NHA Advisors LLC, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“*Official Statement*” means the final official statement, executed by the City and the Authority in connection with the issuance of the Bonds.

“*Participating Underwriter*” means Oppenheimer & Co. Inc., the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

### Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2023, with the report for Fiscal Year 2021-22, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certificate with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) Audited Financial Statements of the City prepared in accordance with Generally Accepted Accounting Principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not contained in the audited financial statements filed pursuant to the preceding clause (a), the Annual Report shall contain information showing:

(i) the principal amount of Bonds outstanding as of June 30 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Indenture as of June 30 preceding the filing of the Annual Report; and

(iii) updates to the substance of the information contained in the following tables in the Official Statement:

(A) General Fund Revenues, Expenditures and Fund Balances (most recent adopted budget), substantially in the form of Table 1;

(B) General Fund Revenues, Expenditures and Fund Balances (most recently completed fiscal year audited), substantially in the form of Table 3;

(C) General Fund Tax Revenues by Source, substantially in the form of Table 4;

(D) Taxable Transactions, substantially in the form of Table 6;

(E) Assessed Value of Taxable Property, substantially in the form of Table 7; and

(F) Top Twenty Local Secured Taxpayers, substantially in the form of Table 9.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

#### Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.



- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for definition of "financial obligation," see clause (f)).
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for definition of "financial obligation," see clause (f)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsection (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Indenture.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For the purposes of the event identified in (a)(12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(e) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(f) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days’ written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

**Section 10. Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

**Section 11. Default.** In the event of a failure of the City to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

**Section 12. Duties, Immunities and Liabilities of Dissemination Agent.**

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond owners or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Section 15. Governing Law. This Disclosure Certificate shall be governed by the laws of the state of California.

Date: \_\_\_\_\_, 2022

CITY OF UKIAH

By \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

ACCEPTED AND AGREED:

NHA Advisors LLC,  
 As Dissemination Agent

By \_\_\_\_\_  
 Authorized Representative

**APPENDIX E**

**FORM OF OPINION OF BOND COUNSEL**

[Closing Date]

Board of Directors  
Ukiah Public Financing Authority  
300 Seminary Avenue  
Ukiah, California 95482

*OPINION:*     \$\_\_\_\_\_ Ukiah Public Financing Authority  
                    Lease Revenue Bonds, Series 2022 (Capital Projects)

Members of the Board of the Directors:

We have acted as bond counsel to the Ukiah Public Financing Authority (the "Authority") in connection with the issuance by the Authority of its Lease Revenue Bonds, Series 2022 (Capital Projects) in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds"), under an Indenture of Trust dated as of February 1, 2022 (the "Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee, and under the provisions of Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Bond Law"). The Bonds are secured by Revenues as defined in the Indenture, including certain lease payments made by the City of Ukiah (the "City") under a Lease Agreement dated as of February 1, 2022 (the "Lease") between the Authority as lessor and the City as lessee. We have examined the Indenture, the Lease, the Bond Law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Authority and the City contained in the Indenture, the Lease and in the certified proceedings, and upon other certifications furnished to us, without undertaking to verify the same by independent investigation. Based upon our examination, we are of the opinion, under existing law, as follows:

1. The Authority is a joint exercise of powers agency duly organized and existing under the laws of the State of California, with power to enter into the Indenture and the Lease, to perform the agreements on its part contained therein and to issue the Bonds.

2. The Bonds constitute legal, valid and binding special obligations of the Authority enforceable in accordance with their terms and payable solely from the sources provided therefor in the Indenture.

3. The Indenture and the Lease have been duly approved by the Authority and constitute the legal, valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms.

4. The Indenture establishes a valid first and exclusive lien on and pledge of the Revenues (as that term is defined in the Indenture) and other funds pledged thereby for the security of the Bonds, in accordance with the terms of the Indenture.

5. The City is a municipal corporation duly organized and existing under the laws of the State of California, with power to enter into the Lease and to perform the agreements on its part contained therein. The Lease has been duly approved by the City and constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

6. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the Authority and the City comply with all requirements of the Internal Revenue Code of 1986, as amended, which must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Authority and the City have covenanted in the Indenture, the Lease and in other instruments relating to the Bonds to comply with each of such requirements, and the Authority and the City have full legal authority to make and comply with such covenants. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

7. Interest on the Bonds is exempt from California personal income taxation.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture and the Lease may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

## APPENDIX F

### DTC AND THE BOOK-ENTRY ONLY SYSTEM

*The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.*

*Neither the issuer of the Bonds (the “Issuer”) nor the trustee appointed with respect to the Bonds (the “Agent”) take any responsibility for the information contained in this Appendix.*

*No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.*

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of \_\_\_\_\_. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com). *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting



rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

§ \_\_\_\_\_  
**UKIAH PUBLIC FINANCING AUTHORITY  
LEASE REVENUE BONDS, SERIES 2022  
(CAPITAL PROJECTS)**

**BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2022

Ukiah Public Financing Authority  
300 Seminary Avenue  
Ukiah, CA 95482

City of Ukiah  
300 Seminary Avenue  
Ukiah, CA 95482

Ladies and Gentlemen:

The undersigned Piper Sandler & Co. (the “Underwriter”) offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with the Ukiah Public Financing Authority (the “Authority”) and the City of Ukiah, California (the “City”), which, upon the acceptance by the Authority and the City, will be binding upon the Authority, the City and the Underwriter. This offer is made subject to acceptance by the Authority and by the City by the execution of this Purchase Agreement and delivery of the same to the Underwriter prior to 11:59 P.M., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Authority and the City at any time prior to the acceptance hereof by the Authority and the City. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture (defined herein).

**Section 1. Purchase and Sale.** Upon the terms and conditions and on the basis of the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Authority, and the Authority hereby agrees to issue, sell and deliver to the Underwriter all (but not less than all) of the Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects) (the “Bonds”). The Bonds shall be dated as of their date of delivery. Interest on the Bonds shall be payable semiannually on April 1 and October 1 of each year, commencing April 1, 2022 (each an “Interest Payment Date”), and will bear interest at the rates and on the dates as set forth in Exhibit A hereto.

The purchase price for the Bonds shall be \$\_\_\_\_\_ (which represents the principal amount of the Bonds in the amount of \$\_\_\_\_\_, [plus a premium in the amount of \$\_\_\_\_\_], less an Underwriter’s discount of \$\_\_\_\_\_).

The City and Authority acknowledge and agree that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm’s-length commercial transaction among the City, the Authority and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as a municipal advisor (as defined in Section 15B of the Securities

Exchange Act of 1934, as amended), financial advisor or fiduciary; (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City or the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Authority on other matters); and (iv) the City and the Authority have consulted their own legal, financial, municipal and other advisors to the extent they have deemed appropriate.

**Section 2. The Bonds.** The Bonds shall be secured by the Revenues (as defined in the Indenture, dated as of January 1, 2022 (the “Indenture”), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”)) consisting primarily of base rental payments (“Base Rental Payments”) to be paid by the City pursuant to the Lease Agreement, dated as of January 1, 2022 (the “Lease Agreement”), by and between the Authority and the City. The Authority’s right to receive the Base Rental Payments due under the Lease Agreement and to exercise remedies upon default under such Lease Agreement shall be assigned to the Trustee for the benefit of the owners of the Bonds pursuant to an Assignment Agreement, dated as of January 1, 2022 (the “Assignment Agreement”), by and between the Authority and the Trustee.

The Bonds are being issued to (i) reconstruct the City’s corporation yard and construct improvements to various City streets, as described in the Official Statement; and (ii) fund the costs of issuance associated with the issuance and sale of the Bonds.

**Section 3. Public Offering and Establishment of Issue Price.** The Underwriter agrees to make a *bona fide* initial public offering of all the Bonds at the public offering prices (or yields) set forth on Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as they deem necessary in connection with the marketing of the Bonds, provided that the Underwriter shall not change the interest rates set forth on Exhibit A. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

The Underwriter agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at Closing (as defined below) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel (as defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

The Authority will treat the first price at which 10% of each maturity of the Bonds (the “10% test”), identified as “10% Test Used” in Exhibit A, is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also

sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Authority when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party;
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- (iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

**Section 4. The Official Statement.** By their acceptance of this Purchase Agreement, the Authority and the City ratify, confirm and approve of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement relating to the Bonds, dated \_\_\_\_\_, 2022 (including the cover page, all appendices and all information incorporated therein and any supplements or amendments thereto and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the “Preliminary Official Statement”) that authorized officers of the City and the Authority deemed “final” as of its date, for purposes of Rule 15c2-12

promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”) except for certain omissions permitted to be omitted therefrom by Rule 15c2-12. The Authority and the City hereby agree to deliver or cause to be delivered to the Underwriter, within seven (7) business days of the date hereof, copies of the final official statement, dated the date hereof, relating to the Bonds (including all information previously permitted to have been omitted by Rule 15c2-12, the cover page, all appendices, all information incorporated therein and any amendments or supplements as have been approved by the Authority, the City and the Underwriter (the “Official Statement”)) in such quantity as the Underwriter shall reasonably request to comply with Rule 15c2-12(b)(4) and the rules of the Municipal Securities Rulemaking Board (the “MSRB”).

**Section 5. Closing.** At 8:30 a.m., California time, on \_\_\_\_\_, 2022, or at such other time or date as the Authority, the City and the Underwriter mutually agreed upon, the Authority shall deliver or cause to be delivered to the Trustee, and the Trustee shall deliver or cause to be delivered through the facilities of The Depository Trust Company, New York New York (“DTC”), the Bonds in definitive form, duly executed and authenticated. Concurrently with the delivery of the Bonds, the Authority and the City shall deliver the documents hereinafter mentioned at the offices of The Weist Law Firm, Los Gatos, California (“Bond Counsel”) or another place to be mutually agreed upon by the Authority, the City and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in immediately available funds. This payment for and delivery of the Bonds, together with the delivery of the aforementioned documents referenced herein, is called the “Closing.”

The Bonds shall be registered in the name of Cede & Co., as nominee of DTC in denominations of \$5,000 and any integral multiple thereof, and shall be made available to the Underwriter at least one (1) business day before the Closing for purposes of inspection and packaging. The Authority and the City acknowledge that the services of DTC will be used initially by the Underwriter to permit the issuance of the Bonds in book-entry form, and agree to cooperate fully with the Underwriter in employing such services.

**Section 6. Representations, Warranties and Covenants of the Authority.** The Authority represents, warrants and covenants to the Underwriter and the City that:

(a) The Authority is and will be at the date of Closing a joint exercise of powers authority organized and existing under the laws of the State of California (the “State”), including Section 6500 *et seq.* of the Government Code of the State of California (the “JPA Act”) with all necessary power and authority to enter into and perform its duties under the Site and Facility Lease, dated as of January 1, 2022 (the “Site Lease”), by and between the City and the Authority, the Lease Agreement, the Indenture, the Assignment Agreement, and this Purchase Agreement (collectively, the “Authority Documents”).

(b) The Authority has complied with all filing requirements of the JPA Act.

(c) By official action of the Authority prior to or concurrently with the acceptance hereof, the Authority has duly approved the distribution of the Preliminary Official Statement and the distribution of the Official Statement (including in electronic form), and has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained, in the Authority Documents. When executed and delivered, each Authority Document will constitute the legal, valid and binding obligation of the Authority enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally.

(d) Prior to the date hereof, the Authority has provided to the Underwriter for its review the Preliminary Official Statement that an authorized officer of the Authority has deemed final for purposes of Rule 15c2-12, has approved the distribution of the Preliminary Official Statement and the Official Statement and has duly authorized the execution and delivery of the Official Statement (including in electronic form). The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than the information relating to DTC and its book-entry system, as to which no view is expressed), in light of the circumstances under which they were made, not misleading. As of the date hereof and on the Closing, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than the information relating to DTC and its book-entry system, as to which no view is expressed), in light of the circumstances under which they were made, not misleading.

(e) The execution and delivery by the Authority of the Authority Documents and the approval and execution by the Authority of the Official Statement and compliance with the provisions on the Authority's part contained in the Authority Documents, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject to, which conflict, breach or default has or may have a material adverse effect on the ability of the Authority to carry out its obligations under the Authority Documents, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument, except as provided by the Authority Documents.

(f) The Authority will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Authority will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(g) The Authority is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, in each case which breach or default has or may have a material adverse effect on the ability of the Authority to perform its obligations under the Authority Documents.

(h) As of the time of acceptance hereof and as of the date of Closing, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with respect to which the Authority has been served or, to the best knowledge of the officers of the Authority, threatened (i) in any way questioning the corporate existence of the Authority or the titles of the officers of the Authority to their respective offices, (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Bonds, or in any way contesting or affecting the validity of the Bonds or the Authority Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from gross income for federal income tax purposes or contesting the powers of the Authority to

enter into the Authority Documents or (iii) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clause (i) through (iii) of this sentence.

(i) Any certificate signed by any officer of the Authority authorized to execute such certificate in connection with the issuance, sale and delivery of the Bonds and delivered to the Underwriter shall be deemed a representation and warranty of the Authority to the Underwriter and the City as to the statements made therein but not of the person signing such certificate.

(j) The Authority will apply the proceeds of the Bonds in accordance with the Indenture.

**Section 7. Representations, Warranties and Covenants of the City.** The City represents, warrants and covenants to the Underwriter and the Authority that:

(a) The City is and will be at the date of Closing a municipal corporation and duly organized and existing pursuant to and under the Constitution and laws of the State and has all necessary power and authority to enter into and perform its duties under the Continuing Disclosure Certificate relating to the Bonds (the “Continuing Disclosure Certificate”), the Site Lease, the Lease Agreement, and this Purchase Agreement (collectively, the “City Documents” and, together with the Authority Documents, the “Legal Documents”) and has by official action duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in the City Documents.

(b) By official action of the City prior to or concurrently with the acceptance hereof, the City has duly approved the distribution of the Preliminary Official Statement and the distribution of the Official Statement (including in electronic form), and has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained, in the City Documents. When executed and delivered, each City Document will constitute the legally valid and binding obligation of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally.

(c) The Preliminary Official Statement heretofore delivered to the Underwriter is hereby deemed final by the City as of its date and as of the date hereof, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(i) of Rule 15c2-12. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than the information relating to DTC and its book-entry system, as to which no view is expressed), in the light of the circumstances under which they were made, not misleading. As of the date hereof and on the Closing, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than the information relating to DTC and its book-entry system, as to which no view is expressed), in the light of the circumstances under which they were made, not misleading.

(d) The execution and delivery by the City of the City Documents and the approval by the City of the Official Statement and compliance with the provisions on the City’s part contained in

the City Documents, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject to, which conflict, breach or default has or may have a material adverse effect on the ability of the City to carry out its obligations under the City Documents, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of City under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument, except as provided by the City Documents.

(e) The City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental authority prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(f) The City is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, in each case which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the City Documents.

(g) The financial statements relating to the receipts, expenditures and cash balances of the City as of June 30, 2021 as set forth in the Official Statement fairly represent the receipts, expenditures and cash balances of the General Fund. Except as disclosed in the Preliminary Official Statement, the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the General Fund or in its operations since June 30, 2019 and, except as disclosed in the Preliminary Official Statement, the Official Statement or otherwise disclosed in writing to the Underwriter, there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(h) As of the time of acceptance hereof and as of the date of Closing, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the knowledge of the officers of the City, threatened (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Bonds, or in any way contesting or affecting the validity of the Bonds or the City Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from gross income for federal income tax purposes or contesting the power of the City to enter into the City Documents; (iii) which may result in any material adverse change to the financial condition of the City or to its ability to pay the Base Rental Payments when due; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clause (i) through (iv) of this sentence.



(i) To the extent required by law, the City will undertake, pursuant to the Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Except as otherwise disclosed in the Preliminary Official Statement, the City has not failed to comply in all material respects with any previous undertakings with regard to the Rule 15c2-12 to provide annual reports or notices of enumerated events in the past five years.

(j) Any certificate signed by any officer of the City authorized to execute such certificate in connection with the issuance, sale and delivery of the Bonds and delivered to the Underwriter shall be deemed a representation and warranty of the City to the Underwriter and the Authority as to the statements made therein but not of the person signing such certificate.

(k) As of the date hereof, the City does not have any material obligations secured by payments from the General Fund of the City, except as disclosed in the Official Statement.

**Section 8. Conditions to the Obligations of the Underwriter.** The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the Authority and the City contained herein. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the date of the Closing shall be subject, at the option of the Underwriter, to the accuracy in all respects of the statements of the officers and other officials of the Authority and of the City, as well as authorized representatives of Bond Counsel, Disclosure Counsel and the Trustee made in any Bonds or other documents furnished pursuant to the provisions hereof; to the performance by the Authority and the City of their obligations to be performed hereunder at or prior to the date of the Closing; and to the following additional conditions:

(a) The representations, warranties and covenants of the City and the Authority contained herein shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing;

(b) At the time of Closing, the Legal Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto, and the Legal Documents and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and all such reasonable actions as, in the opinion of Bond Counsel, shall reasonably deem necessary in connection with the transactions contemplated hereby;

(c) At the time of the Closing, no default shall have occurred or be existing under the Authority Documents, the City Documents, or any other agreement or document pursuant to which any of the City's financial obligations were executed and delivered, and the City shall not be in default in the payment of principal or interest with respect to any of its financial obligations, which default would adversely impact the ability of the City to make the Base Rental Payments;

(d) In recognition of the desire of the Authority, the City and the Underwriter to effect a successful public offering of the Bonds, and in view of the potential adverse impact of any of the following events on such a public offering, this Purchase Agreement shall be subject to termination in the absolute discretion of the Underwriter by notification, in writing, to the Authority and the City prior to delivery of and payment for the Bonds, if at any time prior to such time, regardless of whether any of the following statements of fact were in existence or known of on the date of this Purchase Agreement:

(i) any event shall occur which makes untrue any statement or results in an omission to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading,

which event, in the reasonable opinion of the Underwriter would materially or adversely affect the ability of the Underwriter to market the Bonds; or

(ii) the marketability of the Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States of America or by any legislation in or by the Congress of the United States of America or by the State, or the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States of America, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States of America, the Treasury Department of the United States of America, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States of America, or the favorable reporting for passage of legislation to either House of the Congress of the United States of America by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or state court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority affecting the federal or State tax status of the Authority or the City, or the interest on or with respect to bonds or notes (including the Bonds); or

(iii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Bonds; or

(iv) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that: (i) obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended; or (ii) the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect; or

(v) legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(vi) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any domestic governmental authority or by any domestic national securities exchange, which are material to the marketability of the Bonds; or

(vii) a general banking moratorium shall have been declared by federal, State or New York authorities, or the general suspension of trading on any national securities exchange; or

(viii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of America of a national emergency or war or other calamity or crisis the effect of which on financial markets is materially adverse such as to make it, in the sole judgment of the Underwriter, impractical to proceed with the purchase or delivery of the Bonds as contemplated by the final Official Statement (exclusive of any amendment or supplement thereto); or

(ix) any rating of the Bonds or the rating of any obligations of the City secured by the City's general fund shall have been downgraded or withdrawn by a national rating service, which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(x) the commencement of any action, suit or proceeding described in Section 6(h) or Section 7(h);

(e) at or prior to the Closing, the Underwriter shall receive the following documents, in each case to the reasonable satisfaction in form and substance of the Underwriter:

(i) all resolutions relating to the Bonds adopted by the Authority and certified by an authorized official of the Authority authorizing the execution and delivery of the Bonds, the Authority Documents and the Official Statement;

(ii) all resolutions relating to the Bonds adopted by the City and certified by an authorized official of the City authorizing the execution and delivery of the City Documents and the delivery of the Bonds and the Official Statement;

(iii) the Legal Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Underwriter;

(iv) the approving opinion of Bond Counsel, dated the date of Closing and addressed to the Authority and the City, in substantially the form attached as Appendix E to the Official Statement, together with a reliance letter thereon addressed to the Underwriter;

(v) a supplemental opinion of Bond Counsel dated the date of Closing and addressed to the Underwriter, to the effect that:

(A) the statements on the cover of the Official Statement and in the Official Statement under the captions "INTRODUCTION," "THE BONDS," "SECURITY FOR THE BONDS," and "TAX MATTERS," and in APPENDIX A – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS,"

APPENDIX C – “FORM OF CONTINUING DISCLOSURE CERTIFICATE” and APPENDIX E – “FORM OF OPINION OF BOND COUNSEL,” and excluding any material that may be treated as included under such captions and appendices by any cross-reference, insofar as such statements expressly summarize provisions of the Bonds, the Site Lease, the Lease Agreement, the Assignment Agreement, the Indenture, and Bond Counsel’s final opinion concerning the Bonds, are accurate in all material respects as of the date of Closing.

(B) the Purchase Agreement has been duly authorized, executed and delivered by the Authority and the City and is the valid, legal and binding agreement of the Authority and the City enforceable in accordance with its terms, except that the rights and obligations under the Purchase Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors’ rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State.

(C) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(vi) the Official Statement, executed on behalf of the Authority and the City;

(vii) evidence that the Bonds have received an underlying rating of “\_\_\_” by S&P Global Ratings;

(viii) a certificate, dated the date of Closing, signed by a duly authorized officer of the Authority satisfactory in form and substance to the Underwriter to the effect that: (i) the representations, warranties and covenants of the Authority contained in this Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of the Closing by the Authority, and the Authority has complied with all of the terms and conditions of this Purchase Agreement required to be complied with by the Authority at or prior to the date of Closing; (ii) to the best of such officer’s knowledge, no event affecting the Authority has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the information and statements contained in the Official Statement (other than information relating to DTC and its book-entry system) did not as of its date and do not as of the Closing contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; and (iv) the Authority is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, which would have a material adverse impact on the Authority’s ability to perform its obligations under the Authority Documents, and no event has occurred and is continuing which, with the

passage of time or the giving of notice, or both, would constitute such a default or an event of default under any such instrument;

(ix) a certificate, dated the date of Closing, signed by a duly authorized officer of the City satisfactory in form and substance to the Underwriter to the effect that: (i) the representations, warranties and covenants of the City contained in this Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of the Closing by the City, and the City has complied with all of the terms and conditions of the Purchase Agreement required to be complied with by the City at or prior to the date of Closing; (ii) to the best of such officer's knowledge, no event affecting the City has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the information and statements contained in the Official Statement (other than information relating to DTC and its book-entry system) did not as of its date and do not as of the Closing contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; (iv) the City is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including but not limited to the Lease Agreement) or other instrument to which the City is a party or is otherwise subject, which would have a material adverse impact on the City's ability to perform its obligations under the City Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a default or an event of default under any such instrument; and (v) no further consent is required for inclusion of its audited financial statements in the Official Statement;

(x) an opinion dated the date of Closing and addressed to the Underwriter, the Trustee and Bond Counsel, of the Office of the City Attorney of the City, as Counsel to the Authority, to the effect that:

(A) the Authority is a joint exercise of powers authority organized and existing under the laws of the State of California;

(B) the resolution of the Authority approving and authorizing the execution and delivery of the Authority Documents, the Bonds and the Official Statement and other actions of the Authority was duly adopted at a meeting of the governing body of the Authority which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the resolution is now in full force and effect and has not been amended or superseded in any way;

(C) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending with respect to which the Authority has been served or, to the best of such counsel's knowledge, threatened against or affecting the Authority, except as may be disclosed in the Official Statement, which would materially adversely impact the Authority's ability to complete the transactions contemplated by the Authority Documents, the Official Statement or any other document or certificate related to such

transactions, restrain or enjoin the collection of Base Rental Payments with respect to the Lease Agreement, or in any way contesting or affecting the validity of the Bonds, the Official Statement, the Authority Documents or the transactions described in and contemplated thereby wherein an unfavorable decision, ruling or finding would materially adversely affect the validity and enforceability of the Bonds or the Authority Documents or in which a final adverse decision could materially adversely affect the operations of the Authority;

(D) the execution and delivery of the Authority Documents and the issuance of the Bonds and compliance with the provisions thereof, do not and will not in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement or other instrument to which the Authority is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Authority is subject, which breach or default has or may have a material adverse effect on the ability of the Authority to perform its obligations under the Authority Documents; and

(E) no authorization, approval, consent, or other order of the State of California or any other governmental body within the State of California is required for the valid authorization, execution and delivery of the Authority Documents or the Official Statement by the Authority or the consummation by the Authority of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Bonds by the Underwriter.

(xi) an opinion dated the date of Closing and addressed to the Underwriter, the Trustee and the Bond Counsel, of the Office of the City Attorney of the City, to the effect that:

(A) the City is a municipal corporation duly organized and validly existing under the Constitution and laws of the State of California;

(B) the resolution of the City approving and authorizing the execution and delivery of the City Documents and approving and authorizing the issuance of the Bonds and the delivery of the Official Statement and other actions of the City was duly adopted at a meeting of the governing body of the City which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the resolution is now in full force and effect and has not been amended or superseded in any way;

(C) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending with respect to which the City has been served or, to the best of such City Attorney's knowledge, threatened against or affecting the City, except as may be disclosed in the Official Statement, which would materially adversely impact the City's ability to complete the transactions contemplated by the City Documents, the Official Statement or any other document or certificate related to such transactions, restrain or enjoin the collection of Base Rental Payments with respect to the

Lease Agreement, or in any way contesting or affecting the validity of the Bonds, the Official Statement or the City Documents;

(D) the execution and delivery of the City Documents and compliance with the provisions thereof, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject, which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the City Documents; and

(E) no authorization, approval, consent, or other order of the State of California or any other governmental body within the State of California is required for the valid authorization, execution and delivery of the City Documents or the consummation by the City of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Bonds by the Underwriter.

(xii) an opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Disclosure Counsel to the Authority and the City dated the date of Closing and addressed to the Authority, the City, the Underwriter in the form set forth in Exhibit C;

(xiii) an opinion of counsel to the Trustee, addressed to the Underwriter and the Authority, dated the date of the Closing, to the effect that:

(A) the Trustee is a national banking association duly organized and validly existing under the laws of the United States of America, having full corporate power to undertake the trust created under the Indenture;

(B) the Indenture and the Assignment Agreement (together, the "Trustee Documents") have each been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other parties thereto, the Trustee Documents constitute the valid, legal and binding obligations of the Trustee enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(C) the Trustee has duly authenticated the Bonds upon the order of Authority;

(D) the Trustee's actions in executing and delivering the Trustee Documents are in full compliance with, and do not conflict with any applicable law or governmental regulation and, to the best of such counsel's knowledge, after reasonable inquiry with respect thereto, do not conflict with or violate any contract to which the Trustee is a party or any administrative or judicial decision by which the Trustee is bound; and

(E) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the banking or trust powers of the Trustee that has not been obtained is or will be required for the execution and delivery of the Bonds or the consummation by the Trustee of its obligations under the Trustee Documents.

(xiv) a certificate, dated the date of Closing, signed by a duly authorized officer of the Trustee satisfactory in form and substance to the Underwriter, to the effect that:

(A) the Trustee is duly organized and existing as a national banking association under the laws of the United States of America, having the full corporate power and authority to enter into and perform its duties under the Trustee Documents;

(B) the Trustee is duly authorized to enter into the Trustee Documents and has duly executed and delivered the Trustee Documents, and assuming due authorization and execution by the other parties thereto, the Trustee Documents are legal, valid and binding upon the Trustee and enforceable against such party in accordance with its terms;

(C) the Trustee has duly authenticated the Bonds under the Indenture and delivered the Bonds to or upon the order of the Underwriter;

(D) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the banking or trust powers of the Trustee that has not been obtained is required for the execution and delivery of the Bonds or the consummation by the Trustee of its obligations under the Trustee Documents; and

(E) to the knowledge of the Trustee, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending or threatened against or affecting the Trustee, which would materially adversely impact the Trustee's ability to complete the transactions contemplated by the Trustee Documents.

(xv) the preliminary and final forms required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the Government Code of the State of California and Section 8855(i) and (j) of the Government Code;

(xvi) a copy of the executed Blanket Issuer Letter of Representations by and between the Authority and DTC relating to the book-entry system;

(xvii) the tax and nonarbitrage certificate by the Authority and the City in form and substance to the reasonable satisfaction of Bond Counsel, the Underwriter and Norton Rose Fulbright US LLP ("Underwriter's Counsel");

(xviii) a Certificate of the City's engineer documenting the value of the streets serving as the Leased Facilities in form and substance acceptable to the Underwriter;



(xix) an opinion of Underwriter's Counsel in form and substance acceptable to the Underwriter;

(xx) a Rule 15c2-12 certificate, dated the date of the Preliminary Official Statement, of the City;

(xxi) a Rule 15c2-12 certificate, dated the date of the Preliminary Official Statement, of the Authority;

(xxii) a certified copies of the Joint Exercise of Powers Agreement establishing the Authority, and all amendments thereto, and related certificates issued by the Secretary of State of the State; and

(xxiii) such additional legal opinions, Bonds, proceedings, instruments or other documents as the Underwriter or Underwriter's Counsel may reasonably request.

**Section 9. Changes in Official Statement.** Within 90 days after the Closing or within 25 days following the "end of the underwriting period" (as defined in Rule 15c2-12), whichever occurs first, if any event relating to or affecting the Bonds, the Trustee, the City or the Authority shall occur as a result of which it is necessary, in the reasonable opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to purchaser, not misleading. The City and the Authority shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with the MSRB. The Underwriter acknowledges that the "end of the underwriting period" will be the date of Closing unless the Underwriter otherwise notifies the City in writing that it still owns some or all of the Bonds.

**Section 10. Expenses.** (a) Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the Authority shall pay, or cause the City to pay, out of the proceeds of the Bonds or any other legally available funds of the City or the Authority, all expenses incidental to the performance of the Authority's obligations hereunder, including but not limited to the cost of printing and delivering the Legal Documents to the Underwriter; the costs of printing and shipping and electronic distribution of the Preliminary Official Statement and the Official Statement in reasonable quantities; the fees and disbursements of the Authority, the Trustee and its counsel, Bond Counsel, Authority Counsel, the City Attorney, accountants, engineers, appraisers, economic consultants and any other experts or consultants retained by the City or the Authority in connection with the issuance and sale of the Bonds; rating agency fees; advertising expenses; and any other expenses not specifically enumerated in paragraph (b) of this Section incurred in connection with the issuance and sale of the Bonds. The Authority shall pay, or cause the City to pay out of the proceeds of the Bonds, for any expenses incurred by the Underwriter on behalf of the City's or the Authority's employees and representatives which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, and lodging of those employees and representatives.

(b) Whether or not the Bonds are delivered to the Underwriter as set for herein, the Authority shall be under no obligation to pay, and the Underwriter shall be responsible for and pay (which may be included as an expense component of the Underwriter's discount), MSRB, CUSIP Bureau and CDIA fees and expenses to qualify the Bonds for sale under any "blue sky" laws; and all other expenses incurred

by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (a) of this Section, including the cost of preparing this Purchase Contract and other Underwriter documents, travel expenses and the fees and disbursements of Underwriter's Counsel.

**Section 11. Notices.** Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 50 California Street, Suite 3100, San Francisco, CA 94111, Attention: Ralph J. Holmes, Managing Director. Any notice or communication to be given the Authority under this Purchase Agreement may be given by delivering the same in writing to the City at the address below, Attention: Executive Director. Any notice or communication to be given the City under this Purchase Agreement may be given by delivering the same in writing to the City of Ukiah, 300 Seminary Avenue, Ukiah, CA 95482, Attention: City Manager. All notices or communications hereunder by any party shall be given and served upon each other party.

**Section 12. Parties in Interest.** This Purchase Agreement is made solely for the benefit of the Authority, the City and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Authority and the City in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

**Section 13. Counterparts.** This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

**Section 14. Governing Law.** This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

PIPER SANDLER & CO.

By: \_\_\_\_\_  
Ralph J. Holmes  
Managing Director

Accepted:

UKIAH PUBLIC FINANCING AUTHORITY

By: \_\_\_\_\_  
Sage Sangiacomo, Executive Director

Time of Execution: \_\_\_\_: \_\_\_\_

Accepted:

CITY OF UKIAH

By: \_\_\_\_\_  
Sage Sangiacomo, City Manager

Time of Execution: \_\_\_\_: \_\_\_\_

**EXHIBIT A**  
**MATURITY SCHEDULE**

| <b>Maturity<br/><u>Date</u></b> | <b>Principal<br/><u>Amount</u></b> | <b>Interest<br/><u>Rate</u></b> | <b><u>Yield</u></b> | <b><u>Price</u></b> | <b>10% Test<br/><u>Used</u></b> | <b>Hold-the-<br/>Offering Price<br/><u>Rule Used</u></b> |
|---------------------------------|------------------------------------|---------------------------------|---------------------|---------------------|---------------------------------|----------------------------------------------------------|
|---------------------------------|------------------------------------|---------------------------------|---------------------|---------------------|---------------------------------|----------------------------------------------------------|

\$ \_\_\_\_\_ % Term Bonds due April 1, 20\_\_ Yield: \_\_\_\_%; Price: \_\_\_\_

\$ \_\_\_\_\_ % Term Bonds due April 1, 20\_\_ Yield: \_\_\_\_%; Price: \_\_\_\_

[\* Priced to the first redemption date at par.]

**EXHIBIT B**

\$ \_\_\_\_\_  
**UKIAH PUBLIC FINANCING AUTHORITY**  
**LEASE REVENUE BONDS, SERIES 2022**  
**(CAPITAL PROJECTS)**

**ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of Piper Sandler & Co. (the “**Underwriter**”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “**Bonds**”).

**1. Sale of the [Bonds][10% Maturities].** As of the date of this Certificate, for each Maturity of the [Bonds][10% Maturities], the first price at which a Substantial Amount of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

**2. Initial Offering Price of the [Bonds][Undersold Maturities].**

(a) The Underwriter offered the [Bonds][Undersold Maturities] to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, for each Maturity of the [Bonds][Undersold Maturities], it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Offering Period for such Maturity, nor would it permit a related party to do so. Pursuant to such agreement, the Underwriter has neither offered nor sold any Maturity of the [Bonds][Undersold Maturities] at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Offering Period.

**3. Defined Terms.**

[(a) *10% Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “10% Maturities.”]

(b) *Issuer* means Ukiah Public Financing Authority.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

[(d) *Offering Period* means, with respect to an Undersold Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (\_\_\_\_\_, 2022), or (ii) the date on which the Underwriter has sold a Substantial Amount of such Undersold Maturity to the Public at a price that is no higher than the Initial Offering Price for such Undersold Maturity.]

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Regulatory Underwriter or a related party to a Regulatory Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Regulatory Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2022.

(h) *Substantial Amount* means ten percent.

[(i) *Undersold Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “Undersold Maturities.”]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax and Nonarbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

PIPER SANDLER & CO., as Underwriter

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022

**EXHIBIT C**  
**FORM OF DISCLOSURE COUNSEL OPINION**



## AGENDA SUMMARY REPORT

**SUBJECT:** Possible Introduction By Title Only of Ordinance Restricting the Retail Sale of Nitrous Oxide.

**DEPARTMENT:** City Attorney

**PREPARED BY:** Darcy Vaughn, Assistant City Attorney

**PRESENTER:** Darcy Vaughn, Assistant City Attorney

**ATTACHMENTS:**

1. Nitrous Oxide Sales Ordinance Final

**Summary:** The City Council will discuss and consider introducing an Ordinance restricting the retail sale of nitrous oxide canisters in the City.

**Background:** At the September 1, 2021 regular meeting, Council heard a presentation from the Ukiah Valley Youth Leadership Coalition, a program of the Redwood Community Services' Arbor program, on the health and safety hazards posed by recreational use of nitrous oxide, and in particular the hazards posed to youth by nitrous oxide use. The Coalition proposed that Council consider banning retail sales of nitrous oxide canisters in the City limits. Council instructed staff to consider the proposed ban and to report back on the possible legal ramifications of adopting an ordinance that would prohibit retail sales of nitrous oxide canisters in the City limits.

At the October 20, 2021 regular meeting, Council directed the City Attorney's office to draft an ordinance that prohibits retail sales of nitrous oxide canisters at businesses operating under a tobacco retailer's license. The Council also stated that the enforcement mechanism in the ordinance should be civil/administrative, with one of the enforcement methods being suspension of a non-compliant business's tobacco retailer's license. The City Attorney's office has now drafted an ordinance that reflects Council's direction.

**Discussion:** The Nitrous Oxide Ordinance, attached here as Attachment 1, prohibits the sale of nitrous oxide by tobacco retailers in the City. The Ordinance carves out exceptions for legal sale, possession, and use of nitrous oxide as set forth in the California Penal Code. In order to streamline enforcement, the Ordinance refers to and incorporates the existing civil enforcement mechanism for violations of the City Code provisions regarding tobacco retailer license requirements. The Ordinance imposes a civil penalty of a one thousand dollar fine for noncompliant businesses that continue to sell nitrous oxide. Any business receiving notice of the fine may request a hearing to appeal the imposition of the fine. In addition, the Ordinance authorizes suspension or revocation of a non-compliant business's tobacco retailer's license. As with imposition of the fine, a non-compliant business may request a hearing to appeal suspension or revocation of their tobacco retailer's license.

**Recommended Action:** Introduce by title only the Ordinance Restricting the Retail Sale of Nitrous Oxide.

**BUDGET AMENDMENT REQUIRED:** N/A

**CURRENT BUDGET AMOUNT:** N/A

**PROPOSED BUDGET AMOUNT:** N/A

**FINANCING SOURCE:** N/A

**PREVIOUS CONTRACT/PURCHASE ORDER NO.:** N/A

**COORDINATED WITH:** Councilmember Rodin



Approved:   
Sage Sangiacomo, City Manager

**ORDINANCE NO.**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH  
ADDING ARTICLE 7.1 TO DIVISION 2, CHAPTER 2 OF THE CITY  
CODE TO RESTRICT RETAIL SALES OF NITROUS OXIDE.**

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

**SECTION ONE. FINDINGS**

1. The misuse of nitrous oxide causes death and disease and continues to be an urgent public health challenge.
2. Medical authorities have linked the recreational use of nitrous oxide to serious health problems, which can cause physical illness, mental illness, injury, and/or even death.
3. Restricting the sales and distribution of nitrous oxide in the City of Ukiah will reduce the number of persons in possession and who use nitrous oxide as an intoxicating drug and will promote public health, safety and welfare.
4. The recreational use of nitrous oxide continues to gain popularity at an alarming rate, especially among college aged, high school aged, and middle school aged children.
5. Nitrous oxide has legitimate purposes, including its use for medical and dental procedures, in cooking and cake decorating, and is commonly known to boost performance in automobiles. However, nitrous oxide has found its way to illegitimate purposes as an intoxicating drug.
6. The City of Ukiah exercises its local police powers to protect the health, safety, and welfare of all its citizens and takes nitrous oxide abuse seriously.

**SECTION TWO.**

Article 7.1 is hereby added to Division 2, Chapter 2, Article 11 of the Ukiah City Code and shall read as follows:

**ARTICLE 7.1. NITROUS OXIDE**

**§2370 DEFINITIONS**

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The following words and phrases, whenever used in this article, shall have the meanings provided in this section unless the context clearly requires otherwise:

DEVICE: Any cartridge, compressed gas cylinder, apparatus, container, or other object used to contain or dispense or administer nitrous oxide.

NITROUS OXIDE: A colorless, nonflammable gas (N<sub>2</sub>O) sometimes used in aerosols and sometimes used as an anesthetic, which, when inhaled, produces loss of sensibility to pain, oftentimes preceded by exhilaration and laughter and used often as an anesthetic in dentistry. Nitrous oxide is also known as “laughing gas.”

PERSON: Any individual or entity howsoever organized or constituted.

TOBACCO RETAILER: Any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco or tobacco products. “Tobacco retailing” shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco or tobacco products sold, offered for sale, exchanged, or offered for exchange.

### **§2371 SALE OR DISTRIBUTION OF NITROUS OXIDE**

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It shall be unlawful for any tobacco retailer in the City to attempt to sell, offer, distribute, or otherwise provide to any person Nitrous Oxide or a Device.

### **§2372 EXCEPTIONS**

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Prohibitions in this chapter shall not apply to any person or retailer that possesses or distributes Nitrous Oxide under an express exemption pursuant to Penal Code § 381b-e.

### **§2373 ENFORCEMENT**

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Any violation of this Article may be subject to a civil penalty of one thousand dollars. Notice of the violation and fine will be given in accordance with Section 2358.A of this Code. Any person wishing to appeal the imposition of the civil penalty may file a request for a hearing pursuant to Section 2360 of this Code. If no request for a hearing is timely received, the determination of the City Manager or the duly authorized designee of the City Manager on the violation and the imposition of a fine shall be final and payment shall be made within thirty (30) days after notice of the fine was served.

In addition to any other penalty authorized by law, a tobacco retailer’s license issued pursuant to Article 7 of this Chapter may be suspended or revoked if the City Manager or the duly authorized designee of the City Manager determines that the person or his or her agents or employees have violated this Article. In the event that a tobacco retailer’s license is suspended or revoked for violation of this Article, the requirements of Section 2358.A and Section 2360 of this Code shall apply.

## **SECTION THREE.**

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 \_\_\_\_\_, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on \_\_\_\_\_, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Jim O. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Kristine Lawler, City Clerk



## AGENDA SUMMARY REPORT

**SUBJECT:** Receive Annual Report Regarding Review of Ordinance for Marijuana Dispensaries and Consider the Formation of an Ad Hoc to Review Potential Ordinance Modifications to Streamline the Permitting/Renewal Process and Other Potential Considerations.

**DEPARTMENT:** Community Development

**PREPARED BY:** Craig Schlatter, Community Development Director

**PRESENTER:** Craig Schlatter, Community Development Director; Mireya Turner, Planning Manager

### ATTACHMENTS:

1. Marijuana Dispensaries Ordinance (Nos. 1176 and 1182)

**Summary:** City Council will receive an annual report on the review of the Ordinance for marijuana dispensaries, collectively Ordinance Nos. 1176 and 1182, and provide direction as necessary.

**Background:** On February 15, 2017, the City Council adopted Ordinance No. 1176 for Medical Marijuana Dispensaries, and on November 1, 2017, adopted an amendment to No. 1176 regulating operation of dispensaries selling marijuana for adult use through Ordinance No. 1182. Collectively, the two Ordinances comprise the City's Marijuana Dispensaries Ordinance (Attachment 1).

On December 20, 2017, Council adopted Ordinance No. 1185 regulating personal and commercial cannabis cultivation. Then on January 17, 2018, Council adopted Ordinance No. 1186 for cannabis-related businesses and on May 2, 2018, adopted Ordinance No. 1188 amending Ukiah City Code for adult-use cannabis. Finally, on June 6, 2018, Council adopted Ordinance No. 1190 amending the use permit application process to establish operational standards for cannabis-related businesses. All six Ordinances, including the two ordinances regulating dispensaries, comprise the City's cannabis regulations. Ordinances can be reviewed by visiting the Documents and Maps webpage of the City's website at: [www.cityofukiah.com/documents-and-maps/](http://www.cityofukiah.com/documents-and-maps/).

Since adoption of the Marijuana Dispensaries Ordinance, Council has requested annual reports from Staff related to applications received, approved, and withdrawn; and an evaluation of Ordinance administration and effectiveness. As other cannabis-related business Ordinances have been adopted, annual reports have been expanded to report on these additional business types. Annual reports were presented to Council on December 19, 2018; October 2, 2019; and October 7, 2020.

**Discussion:** The 2021 annual report on cannabis-related businesses Ordinances ("the Ordinance") was due to Council on October 6, 2021. However, with four years of data on the effectiveness of the Ordinance in regulating these new (in 2017) types of Ukiah businesses, Staff delayed its 2021 annual report to discuss and analyze if modifications to the Ordinance may be recommended. Staff also discussed the Ordinance's effectiveness with the Planning Commission at their January 12, 2022, regular meeting. The following report provides data and an evaluation for the most recent evaluation period, October 7, 2020 to October 6, 2021, as well as an analysis of the Ordinance's effectiveness to regulate cannabis-related businesses in Ukiah since adoption of the marijuana dispensaries ordinance in 2017.

### October 7, 2020 - October 6, 2021 Report

The City received two new applications for cannabis retail major use permits, and both were in process as of

October 6, 2020. One application received in 2019 for a manufacturing/distribution minor use permit was also still in process. Two annual renewals were approved during the reporting period, and an additional two renewals have been approved in the last two months since the end of the reporting period. All annual renewals are minor use permits and reviewed by the Zoning Administrator. Two cannabis retail use permits were withdrawn.

### **Analysis on Ordinance Effectiveness**

The Cannabis Ordinance was analyzed by Planning Division Staff in a series of meetings in October and November 2021 to determine if modifications were needed. Discussed were regulatory components of the Ordinance that were working and regulatory components that could be improved. Possible modifications were further discussed with the Planning Commission at their regular meeting on January 12, 2022. This discussion can be reviewed at [www.cityofukiah.com/meetings](http://www.cityofukiah.com/meetings).

Overall, standards within the Ordinance, as designed by the 2017 cannabis (marijuana) ad hoc committee, Planning Commission, and City Council, are achieving their intended purpose. Discretionary review procedures for both minor and major use permits provide the needed level of review and oversight, and cost recovery procedures are adequate for the amount of work and staff time for the processing of applications. Operating cannabis businesses are generally a positive addition to the neighborhoods in which they are operating, and there have been no reported nuisance-related impacts.

### **Recommendations**

In Staff's opinion, the Ordinance could be modified to streamline or enhance the City's responsiveness to this new business type. To explore this and possible other modifications further, Staff recommends Council reform the Cannabis Ad Hoc Committee. Staff further recommends Council accept this report and provide additional direction as necessary.

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**Recommended Action:** 1. Receive annual report on the review of the ordinance for marijuana dispensaries; 2. Approve the formation of a Cannabis Ad Hoc Committee to explore ordinance modifications to streamline or enhance permitting/renewal processes and other potential changes; and 3. Provide direction as necessary to Staff.

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**BUDGET AMENDMENT REQUIRED:** N/A

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**CURRENT BUDGET AMOUNT:** N/A

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**PROPOSED BUDGET AMOUNT:** N/A

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**FINANCING SOURCE:** N/A

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**PREVIOUS CONTRACT/PURCHASE ORDER NO.:** N/A

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**COORDINATED WITH:** Planning Managers Mireya Turner, Jesse Davis, and Michelle Irace

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Approved:   
Sage Sangiacomo, City Manager

**ORDINANCE NO. 1176****ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING CHAPTER 8 IN DIVISION 6; TABLE 3 IN SECTION 9223.1 OF ARTICLE 18, CHAPTER 2 IN DIVISION 9; AND SECTION 9254 IN ARTICLE 19, CHAPTER 2 IN DIVISION 9 OF THE UKIAH CITY CODE, ENTITLED "MEDICAL MARIJUANA DISPENSARIES"**

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

**SECTION 1**

**Chapter 8 in Division 6 of the Ukiah City Code is hereby amended to read as follows:**

**§ 5700 FINDINGS AND PURPOSE**

The City Council adopts the ordinance codified in this Chapter based upon the following findings:

(A) In 1970, Congress enacted the Controlled Substances Act ("CSA") which, among other things, makes it illegal to import, manufacture, distribute, possess or use marijuana in the United States.

(B) In 1996, the voters of the state of California approved Proposition 215, or the Compassionate Use Act of 1996, codified at Health and Safety Code §11362.5 *et seq.* (the "Act").

(C) The Act creates a limited exception from criminal liability for seriously ill persons who are in need of medical marijuana for specified medical purposes and who obtain and use medical marijuana under limited, specified circumstances.

(D) On January 1, 2004, SB 420 went into effect. SB 420, codified as Health and Safety Code §§ 11362.7 – 11362.83 and known as the "Medical Marijuana Program" ("MMP") was enacted by the state legislature to clarify the scope of the act and to allow cities and other governing bodies to adopt and enforce rules and regulations consistent with SB 420.

(E) After the enactment of the MMP and in response to the MMP's explicit reservation of local authority to regulate medical marijuana cultivation and distribution, the City Council took legislative notice of the fact that California cities and counties that had permitted the establishment of medical marijuana dispensaries had experienced serious adverse impacts associated with and resulting from such dispensaries, including an increase in crime, including burglaries, robberies, violence, illegal sales of marijuana, use of marijuana by minors and other persons without medical need in the areas immediately surrounding such medical marijuana dispensaries; and malodorous smells, indoor fire hazards, mold, fungus, and pests caused by indoor cultivation at dispensaries.

(F) To address these potential adverse impacts, in 2007, the City Council enacted Ordinance 1095, §1 ("Medical Marijuana Dispensaries Ordinance"), which prohibited and declared a public nuisance medical marijuana dispensaries in the City of Ukiah.

(G) The 2007 Medical Marijuana Dispensaries Ordinance also states that the City Council's intention is to prohibit the operation and location of dispensaries in the City "until such time as their legality is clearly established and a proposal can be developed that would satisfy the city council that the facility could operate without causing [serious adverse impacts]".



(H) On October 9, 2015, the Governor signed into law AB 266, AB 243, and SB 643, which together comprise the Medical Marijuana Regulation & Safety Act ("MMRSA"). The MMRSA, which went into effect on January 1, 2016, created a statewide regulatory structure for the medical marijuana industry that also allows local governments to regulate the operation of marijuana businesses within their jurisdiction, pursuant to local ordinances. Specifically, the MMRSA allows the City of Ukiah to issue permits or licenses to operate marijuana businesses or prohibit their operation, to regulate or expressly prohibit the delivery of medical marijuana within its boundaries, and to regulate or expressly prohibit the cultivation of marijuana within its boundaries. Pursuant to the MMRSA, if the City opts not to expressly prohibit or regulate the cultivation, processing, delivery, and/or dispensing of medical marijuana, the State will be the sole licensing authority for these activities in the City.

(I) To protect the public health, safety, and welfare, it is the desire of the City Council to modify the City Code consistent with the MMP and the MMRSA, regarding the location and operation of medical marijuana dispensaries, delivery of medical marijuana within the boundaries of the City, and cultivation of medical marijuana within the boundaries of the City.

(J) There have been a number of marijuana dispensing-related incidents in California, some including acts of violence committed by persons without a legitimate medical need to use marijuana.

(K) The City Council finds that medical marijuana dispensing which exceeds the limitations set forth in these regulations will likely result in an unreasonable risk of crime and other adverse impacts and will likely create offensive odors to persons living nearby.

(L) It is the City Council's intention that nothing in this Chapter shall be construed to (1) allow persons to engage in conduct that endangers others or causes a public nuisance; (2) allow the use of marijuana for non-medical purposes; or (3) allow any activity relating to the distribution or consumption of marijuana that is otherwise illegal.

(M) Pursuant to California Health and Safety Code § 11362.71 *et seq.*, the State Department of Health through the state's counties, is to be responsible for establishing and maintaining a voluntary medical marijuana identification card program for qualified patients and primary caregivers.

(N) Health and Safety Code § 11362.71(b) requires every county health department, or its designee, to implement a procedure to accept and process applications from those seeking to join the identification program in the manner set forth in § 11362.71 *et seq.*

(O) This Chapter is compatible with the general objectives of the general plan, in that a Medical Marijuana Dispensary use will be conditionally permitted in commercial and industrial districts, being similar to other permitted and conditionally permitted uses, such as pharmacies and medical clinics, and in that the use will be subject to strict review and conditions.

(P) This Chapter will not be detrimental to the public health, safety and general welfare or adversely affect the orderly development of property, because the uses permitted under this Chapter will be subject to careful review, limited in scope and location, and subject to strict operating requirements, avoiding or limiting potential negative effects.

(Q) It is the purpose and intent of this Chapter to regulate medical marijuana dispensaries in order to promote the health, safety, morals, and general welfare of residents and businesses within the City.



## **§ 5701 INTERPRETATION AND APPLICABILITY.**

(A) This Chapter is not intended to create a positive conflict with the CSA, but rather to implement the MMRSA and related state laws.

(B) Nothing in this Chapter is intended, nor shall it be construed, to exempt any marijuana-related activity from any and all applicable local and state construction, electrical, plumbing, land use, or any other building, fire, or land use standards or permitting requirements.

(C) Nothing in this Chapter is intended, nor shall it be construed, to make legal any cultivation, transportation, sale, or other use of marijuana that is otherwise prohibited under California law.

(D) All processing and distribution of medical marijuana within City limits shall be subject to the provisions of this Chapter, even if the processing, distribution, or cultivation existed or occurred prior to adoption of this Chapter.

(E) Nothing in this Chapter is intended, nor shall it be construed, to allow or permit any "commercial cannabis activity," as defined in Business and Professions Code § 19300.5(j), or any commercial or non-commercial activity involving marijuana use for recreational or other non-medical purposes that is not otherwise authorized in the Ukiah City Code.

## **§ 5702 DEFINITIONS.**

For the purpose of this Chapter, the following words and phrases shall have the following meaning:

(A) "Accessory building" shall have the same meaning as set forth in City Code § 9278.

(B) "Applicant" means a person who is required to file an application for a permit under this Chapter, including an individual owner, managing partner, officer of a corporation, or any other operator, manager, employee, or agent of a Dispensary.

(C) "City" means the City of Ukiah.

(D) "Delivery" shall have the same definition as set forth in California Business and Professions Code § 19300.5, and as it may be amended.

(E) "Dispensary Use Permit" means a permit required to operate a Medical Marijuana Dispensary within the City and that is issued pursuant to this Chapter.

(F) "Drug paraphernalia" or "paraphernalia" shall have the same definition as set forth in City Code § 6071.

(G) "Identification card" shall have the same definition as in California Health and Safety Code § 11362.7, and as it may be amended.

(H) "Medical Marijuana Dispensary" or "Dispensary" means a "Dispensary" as defined in California Business and Professions Code § 19300.5, as it now reads or may be amended in the future.

(I) "On-Site" means an activity or accessory use that is related to the primary use – i.e. lawful, retail distribution of medical marijuana – and is located on the same legal parcel as the primary use.

(J) "Permittee" means the person to whom a Dispensary Use Permit is issued.

(K) "Person" means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company or combination of the above in whatever form or character.

(L) "Person with an identification card" shall have the same definition as set forth in California Health and Safety Code § 11362.7, and as it may be amended.

(M) "Physician" means a licensed medical doctor (M.D.) or a doctor of osteopathic medicine (D.O.).

(N) "Primary caregiver" shall have the same definition as set forth in California Health and Safety Code § 11362.7, and as it may be amended.

(O) "Qualified patient" shall have the same definition as set forth California Health and Safety Code § 11362.7, and as it may be amended.

(P) "School" means an institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code. This definition includes an elementary school, middle or junior high school, senior high school, or any special institution of education, but it does not include a vocational or professional institution of higher education, including any other college or university.

(Q) "Use Permit" shall have the same definition as set forth in City Code § 9261 and as it may be amended.

(R) "Youth-oriented facility" means a public park, church, museum, library, or licensed daycare facility.

(S) "Zoning Administrator" means the Zoning Administrator of the City of Ukiah or the authorized representative thereof.

#### **§ 5703 DISPENSARY USE PERMIT REQUIRED TO OPERATE.**

(A) It is unlawful for any person to engage in, conduct or carry on, or to permit to be engaged in, conducted or carried on, in or upon any premises in the City the operation of a Medical Marijuana Dispensary unless the person first obtains and continues to maintain in full force and effect a Dispensary Use Permit from the City as required in this Chapter.

(B) After January 1, 2018, or such time when State implementing regulations are in effect for the MMRSA, whichever is earlier, it shall be unlawful to operate any business or conduct any activity in the City for which a State license is required under the MMRSA without also having a valid State license pursuant to the MMRSA. Prior to implementation of the State license program pursuant to MMRSA, any operation of a Dispensary, cultivation of medical marijuana, or delivery of medical marijuana permitted by the City shall be conducted in accordance with this Chapter, the City's Zoning and Land Use Ordinances, and all laws pertaining to the equivalent license classification under the MMRSA.

(C) The grant of a Dispensary Use Permit by the City shall not create an entitlement or vested right in the permittee to any permit or license to operate any commercial, non-medical marijuana businesses or conduct any commercial, non-medical marijuana activities within the City.

#### **§ 5704 TERM OF PERMITS AND RENEWALS REQUIRED.**

(A) Dispensary Use Permits issued under this Chapter shall expire one year following the date of their issuance which date shall appear on the face of the permit.

(B) Dispensary Use Permits may be renewed by the Zoning Administrator for additional one-year periods upon application by the permittee, unless the permit is suspended or revoked in accordance with the provisions of this Chapter.

(C) Applications for renewal shall be made at least 45 days before the expiration date of the permit and shall be accompanied by the nonrefundable application fee referenced in Section 5706 and all information necessary for the Zoning Administrator to evaluate the renewal request in light of the criteria listed in (F) below. In acting on an application for renewal the Zoning Administrator shall follow the procedures set forth in Section 5711(B) and (C), except that all references therein to the Planning Commission shall be deemed to refer to the Zoning Administrator. Upon timely application to renew a permit, the permit being renewed shall remain in effect until final action is taken to grant or deny the renewal application.

(D) Applications for renewal made less than 45 days before the expiration date shall be processed in the same manner as a timely renewal application but shall not stay the expiration date of the permit.

(E) Renewal applications shall be subject to duly noticed public hearings in accordance to the procedures set forth for minor use permit applications in Section 9262 of Division 9, Chapter 2, Article 20 of the City Code.

(F) In determining whether to renew a Dispensary Use Permit, the Zoning Administrator will consider the following non-exclusive criteria, in addition to those criteria set forth in this Chapter at Section 5710:

(1) Whether the Dispensary operated by the permittee has generated an excessive number of calls for police service compared to similarly situated businesses of the same size as the Dispensary.

(2) Whether there have been excessive secondary criminal or public nuisance impacts in the surrounding area or neighborhood, including, but not limited to, disturbances of the peace, illegal drug activity, marijuana use in public, harassment of passersby, littering, loitering, illegal parking, loud noises, or lewd conduct.

(3) Whether the Dispensary operated by the permittee has a history of inadequate safeguards or procedures that show it is likely that it will not comply with the operating requirements and standards in this Chapter.

(4) Whether the Dispensary has failed to pay fees, penalties, or taxes required by this Code or has failed to comply with the production of records or other reporting requirements of this Chapter.

(5) Whether it appears that the permittee has, in its renewal application, provided a false statement of material fact or has knowingly omitted a material fact.

(6) Whether the renewal applicant or one or more of its officers, employees, partners, managers or members with management responsibilities ("Managers") has been convicted of a felony, or has engaged in misconduct that is substantially related to the qualifications, functions or duties of a Dispensary operator. A conviction within the



meaning of this Chapter means a plea or verdict of guilty, or a conviction following a plea of nolo contendere. Notwithstanding the above, an application shall not be denied solely on the basis that the applicant or any Manager has been convicted of a felony, if the person convicted has obtained a certificate of rehabilitation (expungement of felony record) under California law or under a similar federal statute or state law where the expungement was granted.

(7) Whether the renewal applicant or Dispensary has previously or is currently engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.

(G) The Zoning Administrator shall make findings of fact and either grant, grant conditionally, or deny the application for renewal of a Dispensary Use Permit. An applicant aggrieved by the Zoning Administrator's decision to issue or to deny a Dispensary Use Permit renewal may appeal such decision to the Planning Commission by filing an appeal. All determinations of the Zoning Administrator regarding Dispensary Use Permit renewals shall be final unless a written appeal, stating the reasons for the appeal, and the appeal fee, if any, as established by resolution of the City Council from time to time, are filed with the Planning Department within ten (10) days of the date the decision was made. The appeal fee will be in addition to the nonrefundable renewal application fee. Appeals may be filed by an applicant.

The Planning Commission shall conduct a duly noticed public hearing on the appeal in accordance to the applicable procedures as set forth in Section 9266 of Division 9, Chapter 2, Article 20 of the City Code, except that all references therein to the City Council shall be deemed to refer to the Planning Commission. At the close of the public hearing, the Planning Commission may affirm, reverse, or modify the appealed decision of the Zoning Administrator. All Planning Commission decisions on appeals of the Zoning Administrator's decision with regard to an application for a Dispensary Use Permit renewal are final for the City.

#### **§ 5705 GENERAL TAX LIABILITY.**

As a prerequisite to obtaining a permit pursuant to the terms hereof, an operator of a Dispensary shall also be required to apply for and obtain a Business License or exemption from the City of Ukiah and obtain a seller's permit or exemption from the State Board of Equalization pursuant to Division 2, Part 2, Chapter 2, Article 2 of the Cal. Revenue and Taxation Code, commencing with Section 6066e. Dispensary sales shall be subject to sales tax consistent with State law.

#### **§ 5706 IMPOSITION OF FEES.**

Every application for a Dispensary Use Permit or renewal shall be accompanied by an application fee, as established by resolution of the City Council from time to time. This application or renewal fee shall not include fingerprinting, photographing, and background check costs and shall be in addition to any other business license fee or permit fee imposed by this Code or other governmental agencies. Fingerprinting, photographing, and background check fees will be as established by resolution adopted by the City Council from time to time.

#### **§ 5707 LIMITATION ON LOCATION OF DISPENSARIES.**

(A) A Dispensary may only be located within the C1, C2, CN, M, and PD (Commercial) zoning districts and in the GU, UC, and DC downtown zoning districts as designated in the General Plan, Zoning Map.

(B) A Dispensary shall be in a visible location that provides good views of the Dispensary entrance, windows and premises from a public street.

(C) A Dispensary shall not be allowed in the following areas at the time of its permitted establishment:

(1) Within 600 feet of a School, with that distance measured as the horizontal distance in a straight line from the property line of the School to the closest property line of the lot on which the Dispensary is to be located without regard to intervening structures, pursuant to California Health and Safety Code § 11362.768; or

(2) Within 250 feet of a Youth-oriented facility other than a School, or another Dispensary, with that distance measured by street frontage from the property line of the Youth-oriented facility to the closest property line of the lot on which the Dispensary is to be located, and not radial distance; or

(3) Abutting, on any side of the parcel upon which the Dispensary is located, a parcel occupied by a Youth-oriented facility, a School, or another Dispensary; or

(4) Within any residential zoned parcel or primary land use, or any property with an underlying residential or mobile homes general plan land use designation.

(5) On a parcel having a residential unit, or on a parcel directly abutting a residentially-zoned property, unless there are intervening non-residential uses between the Dispensary and the residential unit or the residentially-zoned property that the Planning Commission or, on appeal, the City Council determines sufficient to provide an appropriate separation.

(D) A waiver of the provisions in subsections (C)(2)-(5) of this Section may be granted if the applicant demonstrates on plans and materials presented for review and the Planning Commission determines that a physical barrier or other condition exists which achieves the same purpose and intent as the distance separation requirements established herein, and that, as a result, the Planning Commission makes a finding of no adverse impact resulting from the proposed location of the Dispensary.

## **§ 5708 OPERATING REQUIREMENTS.**

Dispensary operations shall be established and managed only in compliance with the following standards:

(A) Criminal History. Any applicant, his or her agent or employees, volunteer workers, or any person exercising managerial authority of a Dispensary on behalf of the applicant shall not have been convicted of any of the felony offenses enumerated in Health and Safety Code § 19323(b)(5), or of a felony or misdemeanor involving moral turpitude, or on probation for a drug offense, or engaged in misconduct related to the qualifications, functions or duties of a permittee.

(B) Minors.

(1) It is unlawful for any permittee, operator, or other person in charge of any Dispensary to employ any person who is not at least 21 years of age.

(2) Persons under the age of 18 shall not be allowed on the premises of a Dispensary unless they are a qualified patient or a primary caregiver, and they are in the presence of their parent or guardian.

(3) The entrance to a Dispensary shall be clearly and legibly posted with a notice indicating that persons under the age of 18 are precluded from entering the premises unless they are a qualified patient or a primary caregiver, and they are in the presence of their parent or guardian.

(4) The burden of proof is on the Dispensary personnel to establish compliance with this subsection (B) by clear and convincing evidence.

(C) Dispensary Access.

(1) The entrance into the Dispensary building shall be locked at all times with entry strictly controlled; e.g., a buzz-in electronic/mechanical entry system with a vestibule is highly encouraged. A viewer shall be installed in the door that allows maximum angle of view of the exterior entrance.

(2) Dispensary personnel shall monitor site activity, control loitering and site access.

(3) Only Dispensary staff, primary caregivers, qualified patients and persons with bona fide purposes for visiting the site shall be allowed on the premises at a Dispensary.

(4) Potential patients or caregivers shall not visit a Dispensary without first having obtained a valid written recommendation from their physician recommending use of medical marijuana.

(5) Only a primary caregiver and qualified patient shall be in the designated dispensing area with Dispensary personnel. All other authorized visitors shall remain in the designated waiting area in the front entrance/lobby.

(6) Restrooms shall remain locked and under the control of management.

(D) Dispensing Operations.

(1) The Dispensary may possess no more dried marijuana or plants per qualified patient or caregiver than permitted in strict accordance with California Health and Safety Code § 11362.77 and any other applicable State law, and as amended.

(2) A Dispensary shall only dispense to qualified patients or caregivers with:

(a) a currently valid physician's approval or recommendation in compliance with the criteria in California Health and Safety Code § 11362.5 *et seq.* and valid official identification, such as a Department of Motor Vehicles driver's license or State Identification Card, or

(b) a currently valid California Medical Marijuana Identification Card or a Patient ID Center Identification Card.

(3) For qualified patients or caregivers without a California Medical Marijuana Identification Card or a Patient ID Center Identification Card, prior to dispensing medical marijuana, the Dispensary shall obtain verbal, online, or signed verification from the recommending physician's office personnel that the individual requesting medical marijuana is a qualified patient.

(4) A Dispensary shall not have a physician on-site to evaluate patients and provide a recommendation for medical marijuana.

(5) Patient records shall be maintained and verified as needed, and at least annually verified with the qualifying patient's medical doctor or doctor of osteopathy unless the patient has provided a California Medical Marijuana Identification Card or a Patient ID Center Identification Card.

(6) Information on prior year's operations shall be provided annually, as required in this Chapter. The operator shall adjust the operations as necessary to address issues.

(E) Hours of Operation. Hours of Operation are limited to 9:00 a.m. to 9:00 p.m., seven days a week.

(F) Consumption Restrictions.

(1) Marijuana shall not be consumed on the premises of the Dispensary. The term "premises" includes the actual building, as well as any accessory structures, parking areas, or other surroundings within 200 feet of the Dispensary's entrance.

(2) Dispensary operations shall not result in illegal redistribution of medical marijuana obtained from the Dispensary, or use in any manner that violates local, State or City Codes.

(3) No person may consume marijuana, by smoking or vaporization, in any public places. Public places shall include, but are not limited to, city owned parks and/or city



sponsored events where designated as nonsmoking areas by resolution of the City Council, streets, sidewalks, alleys, highways, public parking lots as defined in City Code § 6000 and as amended, enclosed places and places of employment as defined in City Code §§ 4503 and 4505 and as amended, and any other property owned or leased by the City, or in which the City holds a right-of-way easement, and which is open to members of the general public, except while actively passing through on the way to another destination. Nothing in this Section is intended, nor shall it be construed to be inconsistent with the California Indoor Clean Air Act of 1976, Health and Safety Code § 118875 *et seq* and as amended.

(G) Retail Sales and Cultivation.

(1) No cannabis shall be cultivated on the premises of the Dispensary, except in compliance with this Chapter and with City Code §§ 6093 and 9254 and Health and Safety Code § 11362.5 *et seq*. The space devoted to on-site cultivation at a permitted Dispensary shall not exceed twenty-five percent of the total floor area, but in no case more than five hundred square feet. Cultivation shall be limited to interior areas of buildings.

(a) Except for immature nursery stock marijuana plants, marijuana plants grown by the Dispensary shall only be utilized for production of processed marijuana to dispense to patients.

(b) A security plan for the growing area shall be submitted to the Ukiah Police Chief for review and approval. Such plan shall include: security alarms and surveillance systems; physical measures to prevent access to the area by anyone other than Dispensary staff; and physical measures to prevent vehicle penetration of the growing area.

(c) The cultivation area shall include a one-hour firewall assembly and shall not create excessive humidity or mold conditions. The cultivation area shall have an air treatment system that prevents odors generated from the cultivation of marijuana on the Dispensary property from being detected by any reasonable person of normal sensitivity outside the Dispensary property, as set forth in City Code § 5708(l)(4). The medical marijuana cultivation area shall be in compliance with the current, adopted edition of the California Building Code as regards Natural Ventilation or Mechanical Ventilation.

(d) Cultivation facilities are strongly encouraged to utilize the most water-efficient and environmentally-responsible cultivation practices available. The City reserves the right to require annual reports on cultivation facility practices, including but not limited to cultivation mediums and water use methods.

(e) The cultivation use shall comply with applicable stormwater, wastewater, and Building Code requirements and any applicable State or Federal law, including the Clean Water Act, 33 U.S.C. § 1251 *et seq*.

(2) With the approval of the Planning Commission, a Dispensary may conduct or engage in the commercial sale of specific products, goods or services in addition to the provision of medical marijuana and other items permitted by these regulations on terms and conditions consistent with this Chapter and applicable law.

(3) Up to 150 square feet of the total square footage of the Dispensary may be utilized for display and sales of devices necessary for administering medical marijuana, including but not limited to rolling papers and related materials and devices, pipes, water pipes, and vaporizers. Such devices may only be provided to qualified patients or primary caregivers and only in accordance with Health and Safety Code § 11364.5 and as amended.

(4) Retail sales of medical marijuana that violate California law or this Chapter are expressly prohibited.

(5) A Dispensary shall meet all the operating criteria for the dispensing of medical marijuana as is required pursuant to California Health and Safety Code § 11362.5 *et seq* and as amended.

(6) The provision of locally-grown and organic marijuana is encouraged.

**(H) Operating Plans.**

(1) Floor Plan. A Dispensary shall have a lobby waiting area at the entrance to receive clients, and a separate and secure designated area for dispensing medical marijuana to qualified patients or designated caregivers. The primary entrance shall be located and maintained clear of barriers, landscaping and similar obstructions so that it is clearly visible from public streets, sidewalks or site driveways.

(2) Storage. A Dispensary shall have suitable locked storage on premises, identified and approved as a part of the security plan, for after-hours storage of medical marijuana.

(3) Minimum Staffing Levels. The premises shall be staffed with at least one person during hours of operation who shall not be responsible for dispensing medical marijuana.

(4) Odors Control. The Dispensary shall have an air treatment system that prevents odors generated from the storage and cultivation of marijuana on the Dispensary property from being detected by any reasonable person of normal sensitivity outside the Dispensary property. To achieve this, both the storage and cultivation areas shall be, at minimum, mechanically ventilated with a carbon filter or superior method.

(5) Security Plans. A Dispensary shall provide adequate security on the premises, as approved by the Chief of Police and reviewed by the Planning Commission, including lighting and a premise and panic alarm system monitored by a licensed operator, to insure the safety of persons and to protect the premises from theft.

(6) Security Cameras. Security surveillance cameras shall be installed to monitor the main entrance and exterior of the premises to discourage loitering, crime, illegal or nuisance activities.

(7) Security Video Retention. Security video shall be maintained for 90 days.

(8) Alarm System. Professionally monitored premise and panic alarm system shall be installed and maintained in good working condition.

(9) Emergency Contact. A Dispensary shall provide the Chief of Police with the name, e-mail address, phone number and facsimile number of an on-site community relations staff person to whom one can provide notice if there are operating problems associated with the Dispensary. The Dispensary shall make every good faith effort to encourage neighborhood residents to call this person to try to solve operating problems, if any, before any calls or complaints are made to the City.

**(I) Signage and Notices.**

(1) A notice shall be clearly and legibly posted in the Dispensary indicating that smoking, ingesting or consuming marijuana on the premises or in the vicinity of the Dispensary is prohibited. The notice shall be posted in both English and Spanish.

(2) Signs on the premises shall not obstruct the entrance or windows.

(3) Address identification shall comply with illuminated address signs requirements.

(4) Business identification signage shall be limited to that needed for identification only, consisting of a single window sign or wall sign that shall comply with City Code § 3227 and any other City Code provisions regulating signage.

**(J) Employee Records.** Each owner or operator of a Dispensary shall maintain a current register of the names of all volunteers and employees currently working at or employed by the Dispensary, and shall disclose such registration for inspection by any City officer or official for purposes of determining compliance with the requirements of this Chapter.



(K) Patient Records. Information identifying the names of patients, their medical conditions, or the names of their primary caregivers is confidential and such disclosure is prohibited pursuant to the federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Sec. 1320d *et seq.*) and the Confidentiality of Medical Information Act (California Civil Code § 56 *et seq.*). In order to protect patient confidentiality, the Dispensary shall maintain records of all qualified patients with a valid identification card and primary caregivers with a valid identification card using only the identification card number issued by the State, or its agent, pursuant to California Health and Safety Code § 11362.7 *et seq.* Such records may be maintained on or off-site, and shall be made available for inspection by any City official authorized to enforce this Chapter for purposes of determining compliance with the requirements of this Chapter.

(L) Staff Training. Dispensary staff shall receive appropriate training for their intended duties to ensure understanding of rules and procedures regarding dispensing in compliance with state and local law, and the Dispensary shall employ properly trained or use professionally-hired security personnel in accordance with the conditions of its permit.

(M) Site Management.

(1) The operator of the establishment shall take all reasonable steps to discourage and correct objectionable conditions that constitute a nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours if directly related to the patrons of the subject Dispensary.

(a) "Reasonable steps" shall include calling the police in a timely manner; and requesting those engaging in objectionable activities to cease those activities, unless personal safety would be threatened in making the request.

(b) "Nuisance" includes, but is not limited to, disturbances of peace, open public consumption of marijuana or alcohol, excessive pedestrian or vehicular traffic, illegal drug activity, harassment of passersby, excessive littering, excessive loitering, illegal parking, excessive loud noises, especially late at night or early in the morning hours, lewd conduct or excessive police detentions and arrests.

(2) The operator shall take all reasonable steps to reduce loitering in public areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours.

(3) The operator shall provide Dispensary patients with a list of the rules and regulations governing medical marijuana use and consumption within the City and recommendations on sensible marijuana etiquette.

(N) Compliance with Other Requirements. The operator shall comply with all applicable provisions of local, state or federal laws, regulations or orders, as well as any condition imposed on any permits issued pursuant to applicable laws, regulations or orders.

(O) Confidentiality. The information provided for purposes of this Section shall be maintained by the City as confidential information, and shall not be disclosed as public records unless pursuant to subpoena issued by a court of competent jurisdiction or otherwise compelled by court order.

(P) Display of Permit. Every Dispensary shall display at all times during business hours the permit issued pursuant to the provisions of this Chapter for such Dispensary in a conspicuous place so that the same may be readily seen by all persons entering the Dispensary.

(Q) Reporting and Payment of Fees. Each permittee shall file an annual statement with the Planning Department: (1) indicating the number of patients served by the Dispensary within the previous calendar year, (2) the continuing accuracy of the information in the prior year's

Dispensary Use Permit application, (3) documenting any changes or additions to that information as of the date for renewal of the Permit, any citizen complaints, City Code violations, and calls for law enforcement during the prior year, the applicant's compliance with applicable City and State law governing the operation of dispensaries, and (4) including any additional information the Planning Department deems necessary to administer this Chapter, and pay all annual permit fees.

(R) Alcoholic Beverages. No Dispensary shall hold or maintain a license from the State Division of Alcoholic Beverage Control for the sale of alcoholic beverages, or operate a business on the premises that sells alcoholic beverages. No alcoholic beverages shall be allowed or consumed on the premises.

(S) Dispensaries shall comply with the parking requirements for medical office uses.

(T) Inspections. During normal business hours, Dispensaries permitted under this Chapter shall provide access for administrative inspections by City officials or officers to verify compliance with this Chapter. Any Dispensary's refusal to comply with this Section shall be deemed a violation of this Chapter.

#### **§ 5709 APPLICATION PREPARATION AND FILING.**

(A) Application Filing. A complete Dispensary Use Permit application submittal packet shall be submitted in accordance with City Code § 9262, including a detailed written statement as to how the proposed Dispensary complies with Sections 5707 and 5708, and any other information or submissions required by this Chapter. All applications for Dispensary Use Permits shall be filed with the Planning Department, using forms provided by the City, and accompanied by the applicable filing fee and any other applicable fees or charges. It is the responsibility of the applicant to provide information required for approval of the permit. The application shall be made under penalty of perjury.

(B) Eligibility for Filing. Applications may only be filed by the owner of the subject property, or person with a lease signed by the owner or duly authorized agent allowing them to occupy the property for the intended use. If the applicant is a lessee, a copy of the duly executed lease currently in effect must accompany the application.

(C) Filing Date. The filing date of any application shall be the date when the City receives the last submission of information or materials required in compliance with the submittal requirements specified herein.

(D) Effect of Incomplete Filing. Upon notification that an application submittal is incomplete, the applicant shall submit any additional documents or information required to complete the application within thirty (30) days of the date the applicant is notified in writing by the Planning Department that the application is incomplete. If the applicant fails to complete the application within said thirty (30) days, the application shall be deemed withdrawn and a new application submittal that complies with Sections 5709(A) and (F) shall be required in order to proceed with the application.

(E) Effect of Other Permits or Licenses. The fact that an applicant possesses other types of state or City permits or licenses does not exempt the applicant from the requirement of obtaining a Dispensary Use Permit.

(F) Submittal Requirements. Any application for a Dispensary Use Permit shall include the following information.

(1) Applicant(s) Name. The full name (including any current or prior aliases, or other legal names the applicant is or has been known by, including maiden names), present address, and telephone number of the applicant;

(2) Applicant(s) Mailing Address. The address to which notice of action on the application is to be mailed;

(3) Previous Addresses. Previous addresses for the past five years immediately prior to the present address of the applicant;

(4) Verification of Age. Written proof that the applicant is over the age of 21 years of age;

(5) Physical Description. Applicant's height, weight, color of eyes and hair;

(6) Photographs. Passport quality photographs for identification purposes;

(7) Employment History. All business, occupation, or employment of the applicant for the five years immediately preceding the date of the application;

(8) Tax History. The Dispensary business tax history of the applicant, including whether such person, in previously operating in this or another city, county or state under license has had a business license revoked or suspended, the reason therefor, and the business or activity or occupation in which the applicant engaged subsequent to such action of suspension or revocation;

(9) Management Information. The name or names and addresses of the person or persons having the management or supervision of applicant's business;

(10) Criminal Background. A background investigation verifying whether the person or person having the management or supervision of applicant's business has been convicted of a crime(s), the nature of such offense(s), and the sentence(s) received therefor;

(11) Employee Information. Number of employees, volunteers, and other persons who will work at the Dispensary;

(12) Plan of Operations. A plan of operations describing how the Dispensary will operate consistent with the intent of State law and the provisions of this Chapter, including but not limited to:

(a) Ensuring that the Dispensary will not engage in retail sales of medical marijuana that violate California law or this Chapter.

(b) Controls that will assure medical marijuana will be dispensed to qualifying patients or caregivers only.

(c) Controls that will ensure access to Dispensary premises is adequately monitored and restricted to pre-approved qualified patients and caregivers.

(13) Written Project Description. A written description summarizing the proposed Dispensary use size, number of patients, characteristics and intent;

(14) Written Response to Dispensary Standards. The applicant shall provide a comprehensive written response identifying how the Dispensary plan complies with the each of the standards for review in this Chapter, specifically the limitation on location and operating requirements in Sections 5707 and 5708;

(15) Written Response to Criteria for Review Section. The applicant shall provide a written response indicating the method by which each of the criteria for review enumerated in Section 5710 has been satisfied;

(16) Security Plan. A detailed security plan outlining the proposed security arrangements for insuring the safety of persons and to protect the premises from theft. The plan shall include installation of security cameras, a premise and panic alarm system monitored by a licensed operator, and a security assessment of the site conducted by a qualified professional;

(17) Floor Plan. A sketch or diagram showing the interior configuration of the premises, including a statement of the total floor area occupied by the Dispensary. The sketch or diagram need not be professionally prepared, but must be drawn to a designated



scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches;

(18) Site Plan. A sketch or diagram showing exterior configuration of the premises, including the outline of all structures, parking and landscape areas, and property boundaries. The sketch or diagram need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions to an accuracy of plus or minus six inches;

(19) Accessibility Evaluation. A written evaluation of accessibility to and within the building, and identification of any planned accessibility improvements.

(20) Neighborhood Context Map. An accurate straight-line drawing depicting the building and the portion thereof to be occupied by the Dispensary, and: (a) the property lines of any School within 600 feet of the property line of the Dispensary for which a permit is requested, (b) the property lines of any Dispensary within 250 feet of the primary entrance of the Dispensary for which a permit is requested, and (c) the property lines of any youth-oriented facility or residential zone or use within 250 feet of the primary entrance of the Dispensary;

(21) Lighting Plan. A lighting plan showing existing and proposed exterior premises and interior lighting levels that would be the minimum necessary to provide adequate security lighting for the use and comply with all City standards regarding lighting design and installation. All lighting shall be fully hooded and downcast, and shall not shine towards the night sky, adjacent property or any street.

(22) City Authorization. Written authorization for the City, its agents and employees to seek verification of the information contained within the application;

(23) Statement of Owner's Consent. A statement in writing by the applicant that he or she certifies under penalty of perjury that the applicant has the consent of the property owner and landlord to operate a Dispensary at the location;

(24) Applicant's Certification. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct;

(25) Other Information. Such other information as deemed necessary by the Planning Department to demonstrate compliance with this Chapter including all City and State Codes, including operating requirements established in this Chapter.

(G) Renewal. Applications for one-year renewal shall be accompanied by the following minimum information:

(1) The operator shall report the number of patients served and pay applicable fees, as required by this Chapter.

(2) The operator shall provide a detailed description of any adjustments and changes proposed or that have occurred in Dispensary operations to address issues, or comply with laws.

(3) The operator shall identify any problems encountered during operations and how they have been addressed.

(4) The operator shall identify how the Dispensary has managed its operations to comply with the operating requirements of this Chapter and with State law.

## **§ 5710 CRITERIA FOR REVIEW.**

In addition to the findings required in City Code § 9262, the Planning Commission shall consider the following criteria in determining whether to grant or deny a Dispensary Use Permit, and the Zoning Administrator shall consider the following criteria in determining whether to grant or deny renewals of a Dispensary Use Permit:

(A) That the Dispensary Use Permit is consistent with the intent of the Compassionate Use Act of 1996, the MMRSA, and related State law, the provisions of this Chapter and the City Code, including the application submittal and operating requirements herein.

(B) That the Dispensary location is not identified as having significant crime issues (e.g., based upon crime reporting statistics as maintained by the Police Department).

(C) That there have not been significant numbers of calls for police service, crimes or arrests in the area or to an existing Dispensary location.

(D) That an applicant or employee is not under 21 years of age.

(E) That all required application materials have been provided and/or the Dispensary has operated successfully in a manner that shows it would comply with the operating requirements and standards specified in this Chapter.

(F) That all required application or annual renewal fees have been paid and reporting requirements have been satisfied in a timely manner.

(G) That the location is not prohibited by the provisions of this Chapter or any local or state law, statute, rule or regulation and no significant nuisance issues or problems are anticipated or have resulted from Dispensary operations.

(H) That the site plan, floor plan, and security plan have incorporated features necessary to assist in reducing potential crime-related problems and as specified in the operating requirements in Section 5708. These features may include, but are not limited to, security on-site; procedure for allowing entry; openness to surveillance and control of the premises; the perimeter, and surrounding properties; reduction of opportunities for congregating and obstructing public ways and neighboring property; illumination of exterior areas; and limiting furnishings and features that encourage loitering and nuisance behavior.

(I) That no Dispensary use, owner, permittee, agent, or employee has violated any provision of this Chapter including grounds for suspension, modification or revocation of a permit.

(J) That all reasonable measures have been incorporated into the plan and/or consistently taken to successfully control the establishment's patrons' conduct resulting in disturbances, vandalism, crowd control inside or outside the premises, traffic control problems, marijuana use in public, or creation of a public or private nuisance, or interference with the operation of another business.

(K) That the Dispensary would not adversely affect the health, peace or safety of persons living or working in the surrounding area, overly burden a specific neighborhood with special needs or high impact uses, or contribute to a public nuisance; or that the Dispensary has resulted in repeated nuisance activities including disturbances of the peace, illegal drug activity, marijuana use in public, harassment of passersby, excessive littering, excessive loitering, illegal parking, excessive loud noises, especially late at night or early in the morning hours, lewd conduct, or police detentions or arrests.

(L) That any provision of the City Code or condition imposed by a City issued permit, or any provision of any other local, or State law, regulation, or order, or any condition imposed by permits issued in compliance with those laws has not been violated.

(M) That the applicant has not violated any local or State law, statute, rule or regulation respecting the distribution, possession, or consumption of marijuana.

(N) That the applicant has not knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application for a permit.

(O) That the applicant, his or her agent or employees, or any person who is exercising managerial authority on behalf of the applicant has not been convicted of a felony, or of a misdemeanor involving moral turpitude, or has engaged in misconduct related to the qualifications, functions or duties of a permittee.

(P) That the applicant has not engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.

(Q) That adequate parking will be provided at a rate of one space for every 200 gross square feet of retail space, office space, and similar floor areas, pursuant to City Code § §9198(F)(1).

#### **§ 5711 INVESTIGATION AND ACTION ON APPLICATION.**

After the making and filing of a complete application for the Dispensary Use Permit and the payment of the fees, the applicant shall complete a fingerprint background check and the Police Department shall conduct an investigation of the application. In processing the application:

(A) The Planning Department shall refer the application to any other City departments as necessary to complete the review of the application.

(B) Following provision of complete application materials, inter-departmental review, and compliance with the California Environmental Quality Act, the Planning Department shall schedule the Dispensary Use Permit for Planning Commission review. In making a decision to grant or deny the application the Planning Commission shall follow the notice and hearing procedures and make the findings required by City Code § 9262(C)-(F) and shall either grant or deny the application in accordance with the provisions of this Chapter.

(C) In approving a Dispensary Use Permit, the Planning Commission may impose conditions, restrictions or require revisions to the proposal to comply with the purpose and intent of this Chapter.

(D) The Planning Department shall cause a written notice of the Planning Commission decision to issue or deny a permit to be mailed to the applicant by U.S. mail.

#### **§ 5712 APPEAL FROM PLANNING COMMISSION DETERMINATION.**

(A) An applicant aggrieved by the Planning Commission decision to issue or to deny a Dispensary Use Permit may appeal such decision to the City Council by filing an appeal. All determinations of the Planning Commission regarding Dispensary Use Permits shall be final unless a written appeal, stating the reasons for the appeal, and the appeal fee, if any, as established by resolution of the City Council from time to time, are filed with the City Council within ten (10) days of the date the decision was made. Appeals may be filed by an applicant or any interested party. An interested party may appeal only if he or she appeared and stated his or her position during the hearing on the decision from which the appeal is taken.

(B) The City Council shall conduct a duly noticed public hearing on the appeal in accordance to the procedures applicable to an appeal of a decision to grant or deny a use permit as set forth in Division 9, Chapter 2, Article 20 of the City Code. At the close of the public hearing, the City Council may affirm, reverse, or modify the appealed decision of the Planning Commission. All City Council decisions on appeals of the Planning Commission's decision with regard to an application for a Dispensary Use Permit are final for the City.

#### **§ 5713 REVOCATION.**

(A) Any Dispensary Use Permit issued under the terms of this Chapter may be revoked by the Zoning Administrator, when it shall appear to the Administrator that the use for which the Dispensary Use Permit was granted is not being conducted in compliance with the Dispensary Use Permit as conditioned, the permittee has violated any of the requirements of this Chapter, or the Dispensary is operated in a manner that violates the provisions of this Chapter, including the criteria for review and operating requirements sections, or conflicts with State law.

(B) The Zoning Administrator shall conduct revocation proceedings in compliance with Section 9262(H) of this Code, except that all references therein to the Planning Commission shall be deemed to refer to the Zoning Administrator. Notice of the hearing required by said Section shall be given in compliance with Section 9262(C). In addition, notice of the revocation hearing, including a description of the facts and violations relied upon in seeking revocation, shall be served on the permit holder by personal service, overnight courier or registered United States Mail, return receipt requested, not later than ten (10) day prior to the hearing. Service shall be deemed complete when received by the permit holder or forty-eight hours after deposit in the United States Mail, whichever occurs first. Notice shall be sent to the address as shown on the permit application or to an address which the permit holder has requested in writing that the City use for official communications. The address shall not be a Post Office box, but must be a physical address.

(C) If any person holding a permit or acting under the authority of such permit under this Chapter is convicted of a public offense in any court for any offense that would constitute a violation of their Dispensary Use Permit or this Chapter, the Zoning Administrator may revoke such permit forthwith without any further action thereof, other than giving notice of revocation to the permittee.

(D) The final decision of the Zoning Administrator to revoke a Dispensary Use Permit may be appealed to the Planning Commission. The appeal hearing shall be conducted in compliance with City Code Section 9266, except that all references therein to the City Council in an appeal of a Zoning Administrator decision shall be deemed to refer to the Planning Commission.

#### **§ 5714 EFFECT OF REVOCATION.**

When a final decision has been made revoking any Dispensary Use Permit provided for in this Chapter, no new application for a Dispensary Use Permit shall be accepted from the applicant and no such Permit shall be issued to such person or to any corporation or other business entity, including but not limited to, a partnership or limited liability company, in which he or she shall have any direct or indirect beneficial, financial or ownership interest for a period of three years after the action revoking the Permit.



## **§ 5715 TRANSFER OF PERMITS.**

(A) A permittee shall not operate a Dispensary under the authority of a Dispensary Use Permit at any place other than the address of the Dispensary stated in the application for the permit.

(B) A permittee shall not transfer ownership or control of a Dispensary, including by transferring a controlling interest in the permittee, or transfer a Dispensary Use Permit to another person or entity unless and until the transferee obtains its own Dispensary Use Permit. Any other assignment of a Dispensary Use Permit is prohibited.

(C) No Dispensary Use Permit may be transferred when the Zoning Administrator or Planning Commission have notified the permittee that the permit has been or may be revoked.

(D) Any attempt to transfer a Dispensary Use Permit either directly or indirectly in violation of this Section is declared void, and the permit shall be deemed revoked.

## **§ 5716 TIME LIMIT FOR FILING APPLICATIONS UPON ANNEXATION.**

Any Dispensary that was legally established in Mendocino County ("County") and which is subsequently annexed into the City must apply for and obtain a Dispensary Use Permit in compliance with the provisions of this Chapter within 90 days from the date the annexation becomes effective. Continued operation of a Dispensary without a permit more than 90 days after annexation shall constitute a violation of this Chapter, unless an extension of the 90 day period is approved by the Planning Commission upon the applicant's demonstration of reasonable grounds to do so.

## **§ 5717 MARIJUANA DELIVERY.**

(A) A permitted Dispensary located in the City may deliver marijuana to qualified patients and caregivers at their residence in the City. Such permissible delivery of marijuana to qualified patients shall be limited to delivery by lawfully-operated, permitted dispensaries located within the jurisdictional limits of the City. Any individual engaging in the activity of delivering medical marijuana from a permitted Dispensary to a qualified patient must have a business license in accordance with Division 2, Chapter 1, Article 3 of the City Code.

All other marijuana delivery is a prohibited activity in the City, except where the City is preempted by federal or state law from enacting a prohibition on such activity.

(B) In conformity with City Code § 6001, it shall be unlawful for any qualified individual engaging in the activity of delivering medical marijuana from a permitted Dispensary to a qualified patient to be in an intoxicated condition or under the influence of narcotic drugs within the corporate City limits of the City in, on, or about any automobile, motorcycle, motor vehicle, street car, railroad car or other vehicle.

## **§ 5718 VIOLATIONS.**

(A) It is unlawful for any person, individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company or combination of the above in whatever form or character to violate any provision or fail to comply with any of the requirements of this Chapter.



(B) A violation of this Chapter shall be subject to the enforcement and penalties specified in City Code § 5722.

#### **§ 5719 REMEDIES.**

This Chapter shall be subject to enforcement pursuant to Division 8, Article 22 of this Code.

#### **§ 5720 SEPARATE OFFENSE FOR EACH DAY.**

Any person who violates any provision of this Chapter shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be penalized accordingly.

#### **§ 5721 HOLD HARMLESS.**

As a condition of approval of any permit issued pursuant to this Chapter for medical marijuana cultivation, processing, or distribution, the permittee shall indemnify, defend and hold harmless the City of Ukiah and its agents, officers, elected officials, and employees for any claims, damages, or injuries brought by a permittee's clients or employees, adjacent or nearby property owners or other third parties due to permitted uses or operations, and for any expense incurred by City as a result of or in defense of any such claim..

#### **§ 5722 PENALTIES.**

(A) It shall be unlawful and constitute a misdemeanor for any person to violate the provisions of this Chapter, punishable by a fine of not more than one thousand dollars (\$1,000.00) or imprisonment in the county jail for a period of not more than six (6) months or both. This penalty shall not apply, if prohibited by state law.

(B) The penalty provided herein is in addition to any other penalty or remedy available at law or in equity, whether civil or criminal, for any violation of this Chapter or engaging in activity requiring a City license or permit, including, without limitation, a business license or building permit, without first obtaining such permit or license.

#### **§ 5723 JUDICIAL REVIEW.**

Judicial review of a decision made under this Chapter may be had by filing a petition for a writ of mandate with the superior court in accordance with the provisions of the California Code of Civil Procedure § 1094.5.

Any such petition shall be filed within 90 days after the day the decision becomes final as provided in California Code of Civil Procedure § 1994.6 which shall be applicable for such actions.

### **SECTION 2**

Table 3 in Section 9223.1 of Article 18, Chapter 2 in Division 9 of the Ukiah City Code is hereby amended by adding a new permit category, DUP – Use Allowed with a Dispensary Use Permit, to the heading column entitled "Use Categories and Specific Uses", by specifying that a Medical marijuana dispensary is an allowable use with a Dispensary Use Permit in the General Urban (GU), Urban Center (UC), and Downtown Core (DC) zoning districts, and replacing the reference to section 5702 in the column entitled "Additional Zoning Requirements by Code Section" with references to Section 5703 and Section 5707.

### **SECTION 3**

Section 9254 in Article 19, Chapter 2 in Division 9 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “\* \* \*”):

#### **§9254 MARIJUANA CULTIVATION**

\* \* \*

##### **B. Cultivation of Marijuana:**

\* \* \*

2. Indoor Cultivation: Except as permitted in Chapter 8 in Division 6 of this Code, it is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel within any residential zoning district (R-1, R-2, R-3 and CN districts) in the city of Ukiah to cause or allow such parcel to be used for the cultivation of more than twelve (12) mature and twenty four (24) immature marijuana plants within a fully enclosed and secure structure on the parcel.

3. Indoor Cultivation Of Marijuana Restricted To Qualified Patients And Primary Caregivers: It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel within the city of Ukiah to cause or allow such parcel to be used for the cultivation of marijuana, unless (a) the person is a qualified patient or primary caregiver, growing the amount of marijuana per qualified patient authorized by Health and Safety Code section 11362.77(a) – (b) and (d) – (f), not to exceed the per parcel limit in subsection B2 of this Section, or (b) the person is operating a Medical Marijuana Dispensary pursuant to a valid Dispensary Use Permit, within the C1, C2, CN, M, and PD (Commercial) zoning districts and in the GU, UC, and DC downtown zoning districts, and the space devoted to on-site cultivation at the permitted Dispensary does not exceed twenty-five percent of the total floor area, but in no case more than five hundred square feet.

### **SECTION 4.**

#### **1. SEVERABILITY.**

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

#### **2. EFFECTIVE DATE.**

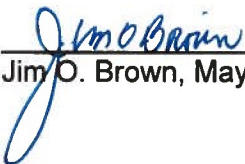
This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on January 18, 2017, by the following roll call vote:

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

Adopted on February 15, 2017, by the following roll call vote:

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

  
\_\_\_\_\_  
Jim O. Brown, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristine Lawler, City Clerk

## ORDINANCE NO. 1182

### ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE REGULATING MEDICAL MARIJUANA DISPENSARIES.

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

#### SECTION 1

**Chapter 8 in Division 6 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “\* \* \*”):**

\*\*\*

#### **§ 5701 INTERPRETATION AND APPLICABILITY.**

\*\*\*

(E) Nothing in this Chapter is intended, nor shall it be construed, to allow or permit any “commercial cannabis activity”, as defined in Business and Professions Code § 26001(k), or any commercial or non-commercial activity involving marijuana use for recreational or other non-medical purposes that is not otherwise authorized in the Ukiah City Code.

#### **§ 5702 DEFINITIONS.**

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(D) “Delivery” shall have the same definition as set forth in California Business and Professions Code § 26001, and as it may be amended.

\*\*\*

(H) “Medical Marijuana Dispensary” or “Dispensary” means a “Dispensary” as defined in California Business and Professions Code § 26001, as it now reads or may be amended in the future.

#### **§ 5708 OPERATING REQUIREMENTS.**

Dispensary operations shall be established and managed only in compliance with the following standards:

(A) Criminal History. Any applicant, his or her agent or employees, volunteer workers, or any person exercising managerial authority of a Dispensary on behalf of the applicant shall not have been convicted of any of the felony offenses enumerated in Business and Professions Code § 26057(b)(4), or of a felony or misdemeanor involving moral turpitude, or on probation for a drug offense, or engaged in misconduct related to the qualifications, functions or duties of a permittee. Notwithstanding the above, an application shall not be denied solely on the basis that the applicant or any Manager has been convicted of a felony, if the person convicted has obtained a certificate of rehabilitation (expungement of felony record) under California law or under a similar federal statute or state law where the expungement was granted. In addition, notwithstanding the above, a prior conviction, where the sentence, including any term of probation, incarceration, or supervised release, is completed, for possession of, possession for sale, sale, manufacture, transportation, or cultivation of cannabis or cannabinoid preparations is not considered related to the qualifications, functions, or duties of a permittee, and shall not be the sole



ground for denial of an application.

\*\*\*

D. \*\*\*

\*\*\*

a. A currently valid physician's approval or recommendation in compliance with the criteria in California Health and Safety Code Division 10, Chapter 6, Article 2.5 and as it may be amended, and valid official identification, such as a Department of Motor Vehicles driver's license or State Identification Card; or

\*\*\*

G. Retail Sales and Cultivation:

1. No cannabis shall be cultivated on the premises of the dispensary, except in compliance with this chapter and with sections 6093 and 9254 of this code and applicable state laws and regulations.

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5. A dispensary shall meet all the operating criteria for the dispensing of medical marijuana as is required pursuant to applicable state laws and regulations.

\*\*\*

H. Operating Plans:

\*\*\*

7. Security Video Retention: Security video shall be maintained for ninety (90) days. In the event of a crime onsite or anywhere within range of the Dispensary's security cameras, the Dispensary shall provide the Chief of Police with a useable digital copy of the security video upon request or at the earliest convenience.

\*\*\*

(U) Inspections. During normal business hours, Dispensaries permitted under this Chapter shall provide access for administrative inspections by City officials or officers or consultants hired by the City to verify compliance with this Chapter. Any Dispensary's refusal to comply with this Section shall be deemed a violation of this Chapter.

\*\*\*

## **§ 5710 CRITERIA FOR REVIEW.**

In addition to the findings required in City Code § 9262, the Planning Commission shall consider the following criteria in determining whether to grant or deny a Dispensary Use Permit, and the Zoning Administrator shall consider the following criteria in determining whether to grant or deny renewals of a Dispensary Use Permit:

\*\*\*

(Q) That adequate parking will be provided at a rate of one space for every 200 gross square feet of retail space, office space, and similar floor areas, pursuant to City Code §9198(F)(1). However, if the Dispensary to be operated by the applicant does not dispense medical marijuana to patients on-site but services qualified patients through deliveries in compliance with City Code § 5717, then adequate parking will be provided at a rate of one space for every four hundred (400) square feet of gross leasable space, pursuant to City

Code § 9198(G)(3).

\*\*\*

## SECTION 2.

### 1. SEVERABILITY.

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

### 2. EFFECTIVE DATE.

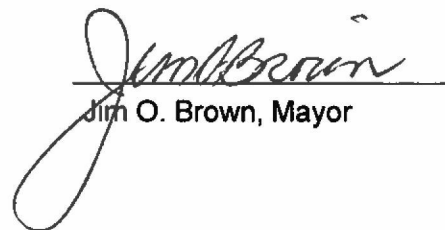
This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on October 18, 2017, by the following roll call vote:

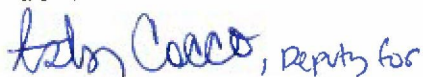
AYES: Councilmembers Scalmanini, Crane, Mulheren, Doble, and Mayor Brown  
NOES: None  
ABSENT: None  
ABSTAIN: None

Adopted on November 1, 2017, by the following roll call vote:

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

  
Jim O. Brown, Mayor

ATTEST:

  
Kristine Lawler, City Clerk



## AGENDA SUMMARY REPORT

**SUBJECT:** Seeking Direction from Council Regarding Updates to the Municipal Codes Regulating City Parks.

**DEPARTMENT:** Community Services

**PREPARED BY:** Neil Davis, Community Services Administrator

**PRESENTER:** Neil Davis, Community Services Director

**ATTACHMENTS:**

1. Table of Changes
2. Parks Code Update

**Summary:** Staff will present a report on a wide variety of minor but important updates to the City Codes regulating Parks and Recreation Facilities (Div. 1 Chapter 12).

**Background:** Division 1 Chapter 12 to the City's Code covers "Parks and Recreation Facilities." Over forty codes cover a wide variety of allowed, forbidden, and permitted activities. The vast majority of these codes were adopted in 1982 and few have been updated since their adoption. Prudent management practices require a periodic review of these codes to consider potentially beneficial additions, amendments, or deletions of codes as may be deemed necessary. The Community Services team reviewed existing Parks and Recreation Facilities codes, and after consultation with Police, Planning, and the City Manager's office, identified a number of codes Council may consider for updates.

**Discussion:** To facilitate this review, a table has been created and is included as Attachment 1 with headings for the Code Section Number, Current Code, and the suggested edits to the Code. The following discussion provides a brief rationale for suggested changes and can be cross referenced to the table in Attachment 1 to allow the reader to see the exact suggested change.

Section 1965 lists facilities that have been designated as City Parks. Bullet point C of Section 1965 describing Carpenter Park has an incomplete and inaccurate description of the property and merits a correction. Bullet Point N of section 1965 specifies City View Trail as a Park. The designation of a trail as a park, as opposed to the property being designated as a Park, reflects the current zoning of the property. The Planning Team plans to update this with the General Plan update. In the meantime, this is somewhat problematic as construction of an additional trail above City View trail is under consideration. Should this trail be built, park rules will not cover it. A simple change in language from City View trail to City View Trails would address this problem.

Additionally, staff recommends adding the designation of "park" to the property on the 800 block of N Oak St that is currently home to the Garden's Project Veterans Garden, as well as a trail and native plant landscaping along Orr Creek. Naming it "Orr Creek Greenway Park" would be descriptive and open the door for the Greenway to be expanded as new sections of Greenway are added.

Sections 1966 and 1971 address park hours and allowed parking hours. Park hours and Parking Lot hours are inconsistent, with Parks being opened before parking is allowed. Park hours are currently set at 6AM to 10PM. Although these hours are appropriate for the summer, in the winter this means the park is open for hours after dark. Many communities address this problem by designating park hours as "Dawn to Dusk."

Section 1972 regulates the use of bicycles. Current code makes it illegal to ride a bicycle on any surface other than asphalt or concrete. This prohibits the riding of bicycles at Riverside Park and would preclude the use of

bikes on trails that are planned at the site of the old landfill site. There are a number of other small connecting paths commonly used by bicyclists around the City. Allowing access to these paths removes a barrier to healthy and safe transportation.

Section 1992 allows for the permitting of exclusive use of City Parks and Recreation Facilities. Since the last code update, the use of generators and bouncy houses has become increasingly common, and their cost has gone down. The generators create a noise disturbance to neighbors and the bounce houses take a significant amount of room. Allowing people to set up bounce houses “at will” effectively closes the area to other users. When multiple bounce houses are set up, large sections of the park are closed to the general public. Although these activities have benefits, the general public may be better served with some limitations, through permitting, on the frequency and duration of their use. Staff have also noted an increase in unapproved and potentially detrimental entrepreneurial activities in parks. Again, there may at times be benefits to these activities if approved through a permitting process.

Section 2000.1 governs activities and Alex Thomas Plaza, including the unenforced restrictions on “nonmotorized conveyances.” Citizens using non-motorized forms of transportation frequently use the paths across the Park as a convenient car-free (safe) connector. This use has not been noted to cause problems. In the case of overly rambunctious recreational users, other codes, including codes that outlaw creating a public nuisance, can be used to curtail the activity.

Existing code (Section 200.1) requires the restrooms to be open from “6:00 AM to dusk or later as determined by the City Manager.” Parks and Facilities staff work to keep the restrooms open as is feasible, typically from 10AM to 6PM. It is frequently unfeasible for staff to comply with specific times. Staff is committed to keeping the restrooms open as much as feasible, but is better served by code that allows them the necessary flexibility.

Section 2000.4 provides regulations for the use of the Great Redwood Trail. The current code addresses the allowed uses of “*small electric transport devices such as electric bicycles, electric scooters, segways, and electric skateboards.*” Existing State law covers the use of these conveyances on this type of trail. Trail users are more likely to be aware of and follow existing, known State guidelines. Providing City of Ukiah regulations that are inconsistent with State regulations leads to confusion and decreases enforceability.

The addition of Section 2000.5 would provide specific regulations for the Grace Hudson Museum. The unique nature of the museum and interpretive gardens (*The Wild Gardens and Ts’iwish Wetlands*) have unique visitation and parking needs. The suggested changes to parking hours at this site are endorsed by Museum Director David Burton.

Although none of the outlined changes are imperative, the City will be well served with these practical updates. With direction and approval from Council, Staff will draft an amended ordinance to be presented for adoption by the Council.

The PowerPoint presentation is Attachment 2.

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**Recommended Action:** Provide Staff direction to update City Codes regulating City Parks.

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**BUDGET AMENDMENT REQUIRED:** n/a

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**CURRENT BUDGET AMOUNT:** n/a

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**PROPOSED BUDGET AMOUNT:** n/a

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**FINANCING SOURCE:** n/a

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**PREVIOUS CONTRACT/PURCHASE ORDER NO.:** n/a

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**COORDINATED WITH:** Police Department, Community Development Department, City Manager's Department

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Approved:   
Sage Sangiacomo, City Manager

## Parks and Facilities Proposed Code Updates

| Code Number         | Current Code                                                                                                                                                                                                                                                                                                                                      | Suggested Edit to Code                                                                                                                                                                                                                                                                                      |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1965 - Facilities   | C. Carpenter Park: Bounded by Clay Street and Main Street;                                                                                                                                                                                                                                                                                        | <b>C. Carpenter Park</b> The property surrounding Grace Hudson Museum Bounded by the Sunhouse Senior Apartments, the Great Redwood Trail, Main St, and Mill St including the Wild Gardens, the Sunhouse Residence and Garden, the Ts'Wish Wetlands, the Parking Area and the East/West public access trail. |
| 1965 - Facilities   | N. <b>City View Trail</b> ; Situated on the city owned property above the Ukiah municipal golf course in the lower western hills. The 1.5 mile loop trail begins and ends at a point in Low Gap Regional Park;                                                                                                                                    | <b>N. City View Trails</b> ; Situated on the city owned property above the Ukiah municipal golf course in the lower western hills. The trail loops begin and end in Low Gap Regional Park;                                                                                                                  |
| 1965 - Facilities   |                                                                                                                                                                                                                                                                                                                                                   | Add; <b>S. Orr Creek Greenway Park</b> situated between N Oak St and Bush Street.<br>Add T. <b>Orr Creek Commons Park</b> situated between N. Orchard and Orr St.                                                                                                                                           |
| 1966 – Hours of Use | "...shall be open to the public every day of the year from six o'clock (6:00) A.M. to ten o'clock (10:00) P.M...."                                                                                                                                                                                                                                | "...shall be open to the public every day of the year from dawn to dusk...."                                                                                                                                                                                                                                |
| 1971 - Parking      | "...between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M."                                                                                                                                                                                                                                                                  | "...from dawn to dusk...."                                                                                                                                                                                                                                                                                  |
| 1972 - Bicycles     | It shall be unlawful for any person to ride a bicycle on any surface not paved with either asphalt or concrete, or which are otherwise designated off limits to bicycles. Bicycles shall at all times be operated with reasonable regard to the safety of others in compliance with bicycle safety laws. In no event shall the maximum speed of a | Bicycles shall at all times be operated with reasonable regard to the safety of others in compliance with State and local bicycle safety laws.                                                                                                                                                              |

|                                                                            |                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                            | bicycle exceed ten (10) miles per hour within a park facility.                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                         |
| <b>1985 Amplifiers</b>                                                     | * See below for redlined text.                                                                                                                                                                                                                                                                                                                           | Add: "It shall be unlawful to create noise, music, announcements or other sounds (with or without amplification) that can be heard outside the park without a permit."                                                                                                                                                                  |
| 1992 – Permit for the Exclusive Use of City Park and Recreation Facilities | "The application form for a permit for the exclusive use of recreational facilities may be obtained..."                                                                                                                                                                                                                                                  | "The application form for a permit for the exclusive use <b>of all or part of</b> recreational facilities may be obtained..."                                                                                                                                                                                                           |
| 1992 – Permit for the Exclusive Use of City Park and Recreation Facilities |                                                                                                                                                                                                                                                                                                                                                          | (Additional Language)<br>The following are prohibited in absence of a permit. 1) Structures including stages, tents, tables, bounce houses, etc, 2) portable generators or the use of electrical hook ups, 3) conducting sales of any kind or to exchange tickets for merchandise, 4) for profit or non-profit fundraising of any kind. |
| 2000.1 - Alex Thomas Plaza                                                 | A. No person shall use a bicycle, skateboard, rollerblade, roller skate or nonmotorized conveyance in the plaza. Bicycles may be parked in racks provided by the city for this purpose.                                                                                                                                                                  | Delete this as generally unenforceable. Police can use Code 1986 "Annoying, Disorderly, Indecent Conduct" if needed.                                                                                                                                                                                                                    |
| 2000.1 - Alex Thomas Plaza                                                 | F. Plaza restrooms shall be open to the public from six o'clock (6:00) A.M. to dusk or later as determined by the city manager.                                                                                                                                                                                                                          | F. Plaza restrooms should be open to the public as much as is feasible and safe at the discretion of the Facilities Administrator and / or the Director of Community Services.                                                                                                                                                          |
| 2000.4 – Great Redwood Trail Park                                          | F. No person shall permit a motor vehicle under his or her ownership or control to enter upon or remain in the Great Redwood Trail park. However, small electric transport devices such as electric bicycles, electric scooters, Segways, and electric skateboards are allowed within designated trail areas; provided, that they are operated at speeds | F. No person shall permit a motor vehicle under his or her ownership or control to enter upon or remain in the Great Redwood Trail park. However, small electric transport devices may be used as allowable by CA State law regarding Class I Bike Paths.                                                                               |

|                                      |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | not exceeding ten (10) miles per hour. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2000.5 <b>(New)</b> – Carpenter Park | None                                   | Notwithstanding any other provisions of this code to the contrary, all persons or organizations using Carpenter Park shall comply with the following:<br>A. The Ts'iwish Wetlands and parking lot are open from 7AM to 10PM.<br>B. No person shall park a vehicle on Carpenter Park grounds between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. except with written permission of the Museum Director, the Director of Community Services, or the City Manager, or as otherwise posted. |

#### 1985 Amplifiers (Full Text)

\* The noise ordinance of the city shall be effective in city parks and other city owned outdoor facilities unless a permit has been obtained or the park is being used by the city for a city sponsored event. **It shall be unlawful to create noise, music, announcements or other sounds (with or without amplification) that can be heard outside the park without a permit.** The city manager or the director of community services shall have the authority to issue the permit described herein and to establish policies for city sponsored events. Any person failing to abide by conditions of such permit may have the permit summarily revoked by a police officer or other duly authorized city representative. (Ord. 786, §1, adopted 1982; Ord. 1062, §2, adopted 2005)

# Parks and Facilities Proposed Code Updates

Neil Davis – Director, Community Services



# 1965 - Facilities

| Code Number       | Current Code                                                     | Suggested Edit to Code                                                                                                                                                                                                                                                                                                                |
|-------------------|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1965 - Facilities | C. Carpenter Park:<br>Bounded by Clay Street<br>and Main Street; | C. Carpenter Park The<br>property surrounding Grace<br>Hudson Museum Bounded by<br>the Sunhouse Senior<br>Apartments, the Great<br>Redwood Trail, Main St, and<br>Mill St including the Wild<br>Gardens, the Sunhouse<br>Residence and Garden, the<br>Ts'Wish Wetlands, the<br>Parking Area and the<br>East/West public access trail. |

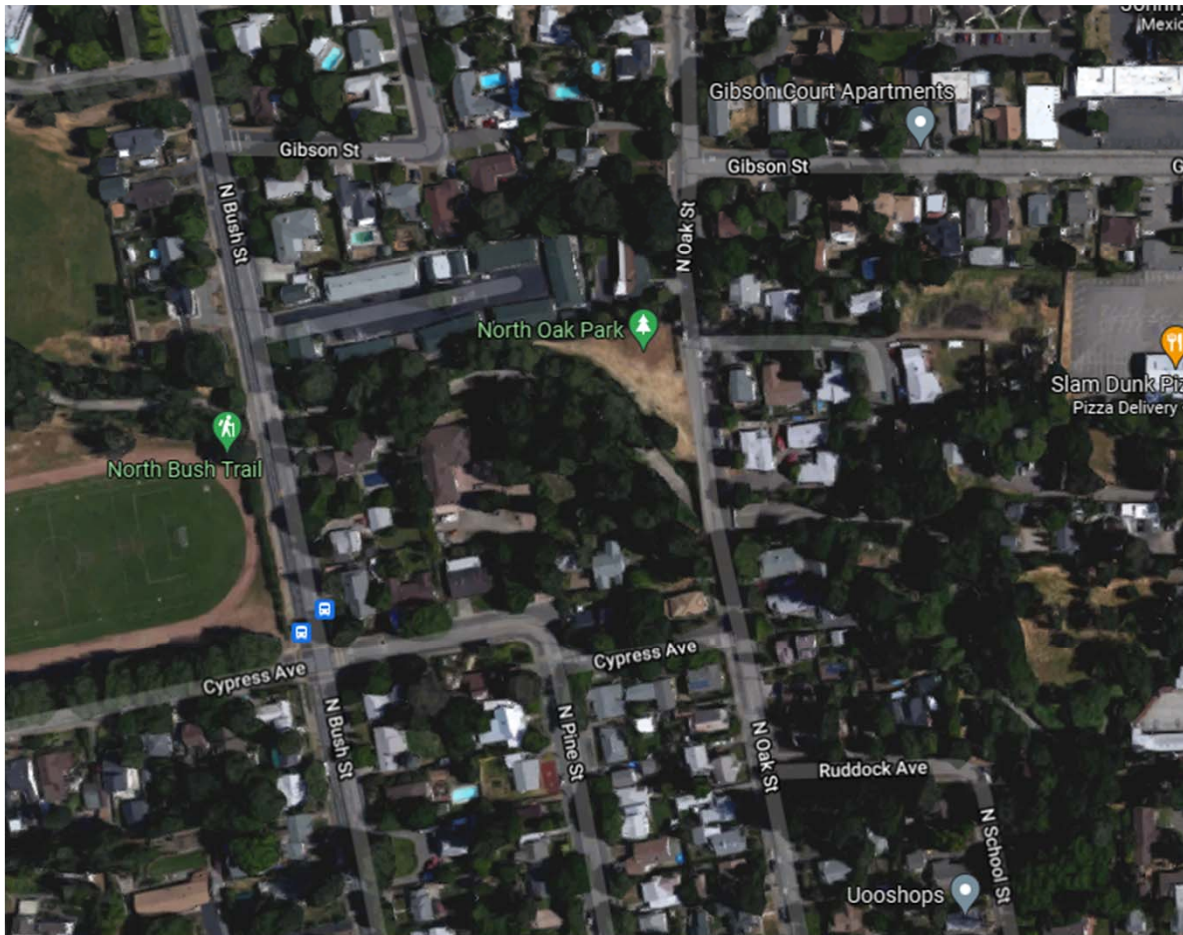
## 1965 - Facilities

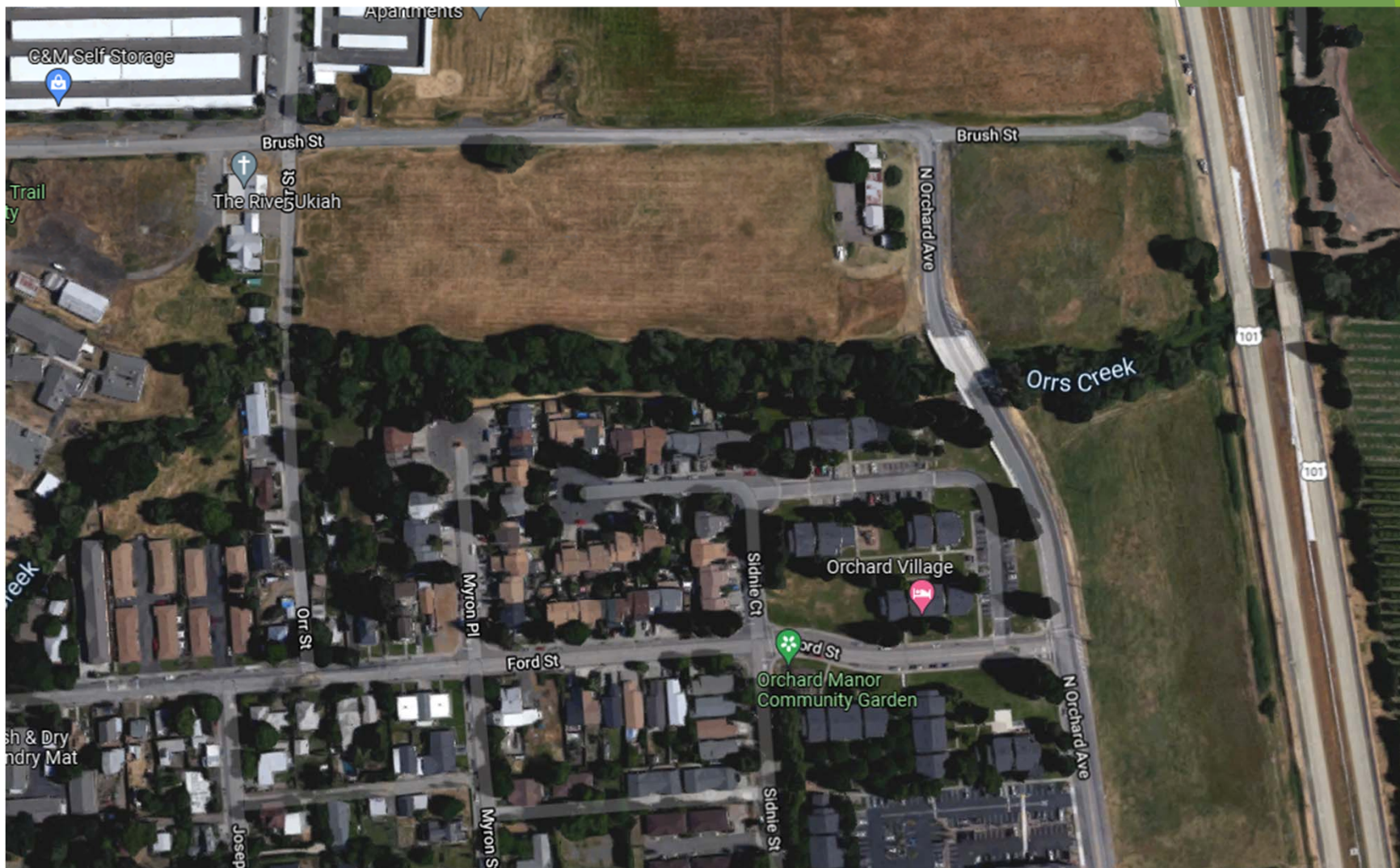
| Code Number       | Current Code                                                                                                                                                                                               | Suggested Edit to Code                                                                                                                                                               |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1965 - Facilities | N. City View Trail;<br>Situated on the city owned property above the Ukiah municipal golf course in the lower western hills. The 1.5 mile looped trail begins and ends at a point in Low Gap Regional Park | N. City View Trails; Situated on the city owned property above the Ukiah municipal golf course in the lower western hills. The trail loops begin and end in Low Gap Regional Park; . |

## 1965 - Facilities

| Code Number       | Current Code | Suggested Edit to Code                                                                                                                              |
|-------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| 1965 - Facilities | None         | Add; S. Orr Creek Greenway Park situated between N Oak St and Bush Street.<br>Add T. Orr Creek Commons Park situated between N. Orchard and Orr St. |







# 1965 - Facilities

| Code Number         | Current Code                                                                                                       | Suggested Edit to Code                                                       |
|---------------------|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| 1966 - Hours of Use | "...shall be open to the public every day of the year from six o'clock (6:00) A.M. to ten o'clock (10:00) P.M...." | "...shall be open to the public every day of the year from dawn to dusk...." |



## 1971 - Parking

| Code Number    | Current Code                                                                     | Suggested Edit to Code                                                           |
|----------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| 1971 - Parking | "...between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M." | "...between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M." |

## 1965 - Facilities

| Code Number     | Current Code                                                                                                                                                                                                                                                                                                                                                                                                     | Suggested Edit to Code                                                                                                                         |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| 1972 - Bicycles | It shall be unlawful for any person to ride a bicycle on any surface not paved with either asphalt or concrete, or which are otherwise designated off limits to bicycles. Bicycles shall at all times be operated with reasonable regard to the safety of others in compliance with bicycle safety laws. In no event shall the maximum speed of a bicycle exceed ten (10) miles per hour within a park facility. | Bicycles shall at all times be operated with reasonable regard to the safety of others in compliance with State and local bicycle safety laws. |

# 1965 - Facilities

| Code Number | Current Code | Suggested Edit to Code |
|-------------|--------------|------------------------|
|-------------|--------------|------------------------|

## 1985 Amplifiers (Full Text)

\* The noise ordinance of the city shall be effective in city parks and other city owned outdoor facilities unless a permit has been obtained or the park is being used by the city for a city sponsored event. **It shall be unlawful to create noise, music, announcements or other sounds (with or without amplification) that can be heard outside the park without a permit.** The city manager or the director of community services shall have the authority to issue the permit described herein and to establish policies for city sponsored events. Any person failing to abide by conditions of such permit may have the permit summarily revoked by a police officer or other duly authorized city representative. (Ord. 786, §1, adopted 1982; Ord. 1062, §2, adopted 2005)



## 1992 - Permitting

| Code Number                                                                | Current Code                                                                                            | Suggested Edit to Code                                                                                                 |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| 1992 - Permit for the Exclusive Use of City Park and Recreation Facilities | "The application form for a permit for the exclusive use of recreational facilities may be obtained..." | "The application form for a permit for the exclusive use of all or part of recreational facilities may be obtained..." |

# 1992 - Permitting

| Code Number                                                                | Current Code | Suggested Edit to Code                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1992 - Permit for the Exclusive Use of City Park and Recreation Facilities |              | <p>(Additional Language)</p> <p>The following are prohibited in absence of a permit. 1) Structures including stages, tents, tables, bounce houses, etc, 2) portable generators or the use of electrical hook ups,3) conducting sales of any kind or to exchange tickets for merchandise, 4) for profit or non-profit fundraising of any kind.</p> |



## 2000.1 – Alex Thomas Plaza

| Code Number                | Current Code                                                                                                                                                                            | Suggested Edit to Code                                                                                               |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| 2000.1 - Alex Thomas Plaza | A. No person shall use a bicycle, skateboard, rollerblade, roller skate or nonmotorized conveyance in the plaza. Bicycles may be parked in racks provided by the city for this purpose. | Delete this as generally unenforceable. Police can use Code 1986 “Annoying, Disorderly, Indecent Conduct” if needed. |

## 2000.1 – Alex Thomas Plaza

| Code Number                | Current Code                                                                                                                    | Suggested Edit to Code                                                                                                                                                         |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2000.1 - Alex Thomas Plaza | F. Plaza restrooms shall be open to the public from six o'clock (6:00) A.M. to dusk or later as determined by the city manager. | F. Plaza restrooms should be open to the public as much as is feasible and safe at the discretion of the Facilities Administrator and / or the Director of Community Services. |

## 2000.4 – Great Redwood Trail

| Code Number                       | Current Code                                                                                                                                                                                                                                                                                                                                                                                    | Suggested Edit to Code                                                                                                                                                                                                                                    |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2000.4 - Great Redwood Trail Park | F. No person shall permit a motor vehicle under his or her ownership or control to enter upon or remain in the Great Redwood Trail park. However, small electric transport devices such as electric bicycles, electric scooters, Segways, and electric skateboards are allowed within designated trail areas; provided, that they are operated at speeds not exceeding ten (10) miles per hour. | F. No person shall permit a motor vehicle under his or her ownership or control to enter upon or remain in the Great Redwood Trail park. However, small electric transport devices may be used as allowable by CA State law regarding Class I Bike Paths. |

## 2000.5 – Carpenter Park

| Code Number                   | Current Code | Suggested Edit to Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2000.5 (New) - Carpenter Park | None.        | <p>Notwithstanding any other provisions of this code to the contrary, all persons or organizations using Carpenter Park shall comply with the following:</p> <p>A. The Ts'iwish Wetlands and parking lot are open from 7AM to 10PM.</p> <p>B. No person shall park a vehicle on Carpenter Park grounds between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. except with written permission of the Museum Director, the Director of Community Services, or the City Manager, or as otherwise posted.</p> |

# Questions?





## AGENDA SUMMARY REPORT

**SUBJECT:** Discuss and Provide Direction for the Establishment of an Oversight Committee, with Possible Appointments, to Review Measure P Expenditures for Fiscal Years 2019 and 2020 per Resolution 2014-28.

**DEPARTMENT:** Police

**PREPARED BY:** Noble Waidelich, Chief

**PRESENTER:** Noble Waidelich, Chief of Police

**ATTACHMENTS:**

1. Resolution 2014-28

**Summary:** Council will discuss and provide direction for the establishment of an Oversight Committee, with possible appointments, to review Measure P expenditures for fiscal years 2019 and 2020 per resolution 2014-28.

**Background:** During the summer of 2014, the City of Ukiah began the effort to renew Measure S which was due to sunset, and was ultimately replaced with Measure P. During this process, the City Council unanimously approved resolution 2014-28 (Attachment #1) which established an expenditure plan for public safety and an Oversight Board to review and report on the performance of the public safety spending plan, to include expenditures of Measure P revenues, every other year. Since the passage of Measure P, the City has enhanced its reporting practice and produces a Measure P report with each annual operating budget and audited financial statements. Although this information has been publicly reported by the City annually, it is overdue in appointing a new Measure P Oversight Committee and completing the biannual review consistent with the original resolution.

**Discussion:** The process for the review of Fiscal Years 2019 and 2020 would normally occur after the completion of the second Fiscal Year and was delayed due to the effects of the pandemic on operations. To efficiently and effectively complete this review, one option for City Council would be to appoint members of the public from prior committees to complete this review, with the alternative option being for City Council to provide direction to staff to seek out new community applicants for the next committee.

In preparation for both options, staff contacted the community members from previous Measure P Oversight committees, to include Edward Eversole, Roe Sandelin, and Larry Olson to inquire about their interest or ability to engage in this cycle of oversight. Edward Eversole, Larry Olson and Roe Sandelin affirmed they would be willing to participate in this year's review. Resolution 2014-28 states that the committee will be comprised of persons appointed to the committee who should represent a broad range of interests, such as business owners, ethnic minorities, (1) Ukiah City Firefighter, (1) Ukiah City Peace Officer, homeowners and tenants. Staff also identified Max Brazill as representing the Ukiah Police Department and Tony Selvitella as representing the Ukiah Valley Fire Authority.

**Recommended Action:** Approve the establishment of an Oversight Committee to review Measure P expenditures for the fiscal years 2019 and 2020; and appoint Edward Eversole, Larry Olson and Roe Sandelin as persons representing members at large; Max Brazill representing the Ukiah Police Department; and Tony Selvitella representing the Ukiah Valley Fire Authority to the Measure P Oversight Committee.

**BUDGET AMENDMENT REQUIRED:** None

**CURRENT BUDGET AMOUNT:** None

**PROPOSED BUDGET AMOUNT:** N/A

**FINANCING SOURCE:** N/A

**PREVIOUS CONTRACT/PURCHASE ORDER NO.:** N/A

**COORDINATED WITH:** Sage Sangiacomo, City Manager; Dan Buffalo, Finance Director: Douglas Hutchison, Fire Chief

Approved:   
Sage Sangiacomo, City Manager

**RESOLUTION NO. 2014-28****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING AN EXPENDITURE PLAN FOR PUBLIC SAFETY AND AN OVERSIGHT BOARD TO MAKE PERIODIC REPORTS ON THE PERFORMANCE OF THE EXPENDITURE PLAN****WHEREAS:**

1. The City of Ukiah is 4.7 square miles in size, but is surrounded by additional urban areas and residential subdivisions within an unincorporated portion of Mendocino County. The Ukiah Valley is the most populous portion of Mendocino County, containing, at least, 2/3 of the total county population; and
2. The California Department of Finance estimates the population of the City of Ukiah ("City") as of January 1, 2004, at 15,907 people and 16,185 as of January 1, 2014; and
3. Ukiah is the County Seat for Mendocino County and a commercial center for Mendocino County, Lake County, Southern Humboldt County and Northern Sonoma County; and
4. As such during business hours, the City population swells to perhaps as many as 40,000 people, including people who work, shop and receive services in Ukiah; and
5. Ukiah also is located on U.S. Highway 101, which is the major north-south highway west of Interstate Highway 5, and links southern California to Northern California and Oregon; and
6. Consequently, a small city with a population of 15,907 people in 2004 and 16,185 in 2014 must provide law enforcement, fire protection and emergency medical services to a day time population of 40,000, and respond to emergencies within the City, on U.S. Highway 101, and on a mutual aid basis within the larger Ukiah Valley; and
7. Public safety services are a general fund obligation of the City, which receives revenues from ad valorem property taxes, sales taxes and vehicle license fees. The City receives only 1% of the gross receipts from taxable retail sales within the City and less than 10% of the property taxes collected from real property located within the City; and
8. While population within the Ukiah Valley and City of Ukiah has grown over the last 30 years, calls for police services have also grown significantly. Calls for police services has increased from around 2500 calls in 1969 to over 25,000 in 2014, or by 1000%. Calls for service have increased in virtually every category, including assaults with weapons, burglary, thefts and shoplifting, drugs, sexual assaults and domestic violence; and
9. In contrast, between the years 1989 and 2003, the number of sworn officers in the Ukiah Police Department has remained constant at 28 officers; and
10. Calls for fire services have also grown. Between 1986 and 2012, fire calls increased 61% from 1,353 in 1986 to 3,277 in 2012; and
11. In 1988, the Ukiah Valley Fire District contracted with the City of Ukiah to provide fire services. The combined fire department had 15 firefighters; and
12. In 1988, the Ukiah Valley Fire District and City of Ukiah fire departments elected to independently provide fire services to their communities. Over the next 20 years, City of Ukiah Fire Department continued to provide at least 15 firefighter staffing; and
13. In 2003, due to the State of California's budget deficit, the City's general fund revenues were decreased significantly; and



14. As a result, the City was faced with substantial deficits for fiscal years 2004-2005, which required lay-offs or other reductions in expenditures for public safety services in the City; and
15. These budget deficits lead to deferment of equipment replacements, including fire engines, the City's ladder truck and police patrol cars; and
16. To address the significant demands of an increased public safety workload and provide funding for necessary equipment, in June of 2005, the Citizens of Ukiah passed by a majority vote, Measure S, a ½ cent general sales tax measure ("Measure S Sales Tax"), and Measure T, an accompanying advisory measure, which said that the first priority for additional sales tax funds should be support of essential public safety services; and
17. Measure S provided funding that has been used to increase the Police Department staffing from 28 sworn officers to 32 sworn officers. The 4 additional officers (one per work shift) were added to address workload increases and decrease response times; and
18. Measure S allowed the Fire Department to replace aging fire equipment, including the City's essential ladder truck, and other fire vehicles, and maintain a staff of at least 15 firefighters, with at least 4 firefighters on duty per shift for emergency services; and
19. In 2008, the Nation, State of California and the City of Ukiah, experienced a recession which significantly reduced city revenues from sales taxes, including revenues received from Measure S. Due to these budget deficits, the City's general fund revenues were significantly decreased; and
20. This unanticipated nation-wide recession forced the City of Ukiah to eliminate open positions, layoff personnel and reduce general fund budgets; and
21. Over the last six years, every employee in the City of Ukiah has had a 5% reduction in pay, and absorbed increases to their health insurance costs, in addition to various unpaid furloughs and reduced work hours which were made necessary by significantly reduced sales and property tax revenues ; and
22. The City of Ukiah fully complied with the PERS retirement cost reductions, reducing retirements costs for new employees; and
23. The Police Department was reduced over a two year period from 32 sworn officers to 30 sworn, then 26 sworn officers, because of the 2008 recession and reduction in General Fund revenues and Measure S revenues; and
24. The Fire Department operated ambulance service was eliminated as an additional measure to economize in response to the 2008 recession and reduction in Measure S Sales Tax and General Fund revenues, because the cost of the ambulance service exceeded the limited compensation from reduced Medi-Cal and Medi-Care reimbursements; and
25. As the economy improved, and General Fund revenues and Measure S Sales Tax revenues have been restored to the levels prevailing before the 2008 recession, the City of Ukiah has worked to improve public safety services to the Ukiah community; and
26. For a two year period commencing January 1, 2014 and ending on December 31, 2015, the City of Ukiah and the Ukiah Valley Fire District have entered a contract to provide fire services to the entire Ukiah Valley and City of Ukiah; and

27. This agreement has increased the available on-duty firefighting staff to 18 firefighters, (11-City paid personnel, 6-District personnel, and shared Fire Chief ) a combined two-department volunteer firefighter force, with an increased firefighter capacity to at least 6 firefighters on-duty each day for firefighting and Paramedic medical services; and
28. The City Council has reauthorized the Police Department to increase staffing back to 32 sworn officers. The additional officers (which allow for an extra officer per work shift) were added to address workload increases and decreased response times; and
29. Unlike the City's 1% share of the current 8.25% statewide sales tax, all sales taxes produced by Measure S must remain in the City of Ukiah. These taxes cannot be taken away by the State of California. Although enacted as a general tax which can lawfully be used for any municipal purpose, the City Council has and by this resolution will continue to place the Measure S Sales Tax revenue in a designated account within its budget and financial statements so that its use for public safety services can be reviewed, audited and accounted for; and
30. In addition, it is the intent of this resolution to commit the City to maintain the amount of general fund revenues supporting public safety at or above current levels. This resolution also commits the City to maintain the current level of public safety services, including a minimum of 32 sworn police officer, and the level of fire prevention and protective services commensurate with the City of Ukiah's portion of any City and District contractual agreement for joint fire, paramedic and fire prevention operations; and
31. Measure S will sunset in September of 2015. Without the continuation of Measure S Sales Tax revenue, the City of Ukiah could not maintain current Police and Fire services. Without Measure S Sales Tax revenues, the City of Ukiah would be forced to reduce or eliminate some or all of these essential public safety services.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**1. EXPENDITURE PLAN:** While the revenue received by the City from Measure S Sales Tax is unrestricted general fund revenue, by this resolution, the City Council commits to using these revenues to provide public safety services. "Public safety services" means law enforcement and crime prevention services provided by the Ukiah Police Department, and fire protection and prevention and emergency medical services provided by the Ukiah Fire Department, by contract with the Ukiah Valley Fire Protection District or any other arrangement approved by the City Council. These taxes may be used to pay for such public safety services expenses as the training and salaries, including overtime and specialty pay, and fringe benefits, of public safety officers and support staff working in the Police Department and of firefighters, emergency medical technicians and support staff providing fire prevention and protection services to the City. These funds may also be used for operating expenses, and the purchase of vehicles, equipment and supplies, and capital improvements used exclusively for Public safety services.

A. Accounting for Public Safety Services Revenue. In each fiscal year commencing with the 2014-2015 fiscal year, for purposes of accounting for the use of these revenues, the City shall continue to credit to an account or fund in the City's budget and financial records, to be designated by the Finance Director, all of the following: (1) Measure S Sales Tax revenue; and (2) "Public Safety Revenue" which is the revenue produced by the Police and Fire Departments.

**B. Minimum level of Public Safety Services.** The City shall maintain a minimum level of public safety services, but nothing in this resolution prevents the City Council from establishing a higher level of public safety services, reorganizing or changing the method of providing public safety services or reducing staffing for public safety where required by financial necessity resulting from circumstances beyond the control of the City, such as a prolonged recession like the one experienced in 2008 or other prolonged and substantial reduction in general fund revenues. The minimum level of public safety services shall be the level of such services available in the City in the 2014-15 fiscal year, including the following: (1) thirty-two (32) full-time peace officers as defined in Penal Code Section 7 and Title 3, Part 2, Chapter 4.5 (commencing with Section 830), and the level of fire prevention and protective services commensurate with the City of Ukiah's portion of any City and District contractual agreement for joint fire, paramedic, and fire prevention operations .

**2. OVERSIGHT COMMITTEE.** Every two years after the Effective Date of Ordinance No. 1149, extending the Measure S sales tax, the City Council shall appoint five people to an "Oversight Committee" the only function of which shall be to review the City's budget for public safety services and the expenditure of the revenues so budgeted. The persons appointed to the Oversight Committee should represent a broad range of interests in the City, including such interests as business owners, ethnic minorities, (1) Ukiah City firefighter, (1) Ukiah City peace officer, homeowners and tenants.

The City Manager shall provide the Oversight Committee with any information it requests which is not exempt from disclosure under the California Public Records Act and shall assist it in organizing and analyzing the information so provided. The Oversight Committee must prepare a written report which shall be presented to the City Council at a noticed public hearing and which shall be available to the general public for not less than 10 calendar days prior to the scheduled hearing date. The report shall contain an analysis of the level and types of service provided by the City's police department and fire department or other arrangement approved by the City Council, the revenues and expenditures of the designated fund or account. It shall also make recommendations concerning the future use of these funds and levels and types of service. The Oversight Committee shall dissolve after it files its report with the City Council, until a new Oversight Committee is appointed for the next two year review.

**3. ACCOUNTING FOR MEASURE S SALES TAX REVENUE.** All Measure S Sales Tax revenues and all interest on said revenues shall be credited to the designated fund or account and shall be designated for use in accordance with this Resolution.

PASSED AND ADOPTED ON JUNE 24, 2014, BY THE FOLLOWING ROLL CALL VOTE:

|          |                                                                     |
|----------|---------------------------------------------------------------------|
| AYES:    | Councilmembers Scalmanini, Crane, Thomas, Landis, and Mayor Baldwin |
| NOES:    | None                                                                |
| ABSENT:  | None                                                                |
| ABSTAIN: | None                                                                |

  
Philip E. Baldwin, Mayor

ATTEST:

  
Kristine Lawler, City Clerk



## 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 Clerk

**PREPARED BY:** Kristine Lawler, City Clerk

**PRESENTER:** Mayor Brown and Various Councilmembers

**ATTACHMENTS:**

1. 2022 City Council Special Assignments

**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 will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

**BUDGET AMENDMENT REQUIRED:** No

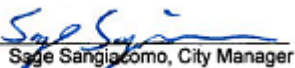
**CURRENT BUDGET AMOUNT:** N/A

**PROPOSED BUDGET AMOUNT:** N/A

**FINANCING SOURCE:** N/A

**PREVIOUS CONTRACT/PURCHASE ORDER NO.:** N/A

**COORDINATED WITH:** N/A

Approved:   
Sage Sangiacomo, City Manager

## 2022 CITY COUNCIL SPECIAL ASSIGNMENTS

| COUNTY/REGIONAL<br>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 once 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. |          | Office of Emergency Management<br>300 Seminary Ave.<br>Ukiah, CA 95482<br>467-5765 - Tami Bartolomei              | Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.                                                                    | Orozco<br>Duenas- Alternate                                                              | Tami Bartolomei, Office of Emergency Management Coordinator; 467-5765<br>tbartolomei@cityofukiah.com |
| Greater Ukiah Business & Tourism Alliance                                      | 3rd Tuesday of month, 11:30 a.m.                                                          | 200 S School St.<br>Ukiah, CA 95482                                                                                                                                      |          | 200 S School St.<br>Ukiah, CA 95482                                                                               | Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area                                                               | Duenas<br>Rodin - Alternate                                                              | Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com                                  |
| Mendocino Council of Governments (MCOG)                                        | 1st Monday of month, 1:30 p.m.                                                            | Board of Supervisors Chambers<br>501 Low Gap Road<br>Ukiah, CA                                                                                                           |          | Executive Director<br>367 N. State Street, Ste. 206<br>Ukiah, CA 95482<br>463-1859                                | Plan and allocate State funding, transportation, infrastructure and project County wide                                                                                               | Brown<br>Rodin- Alternate                                                                | Tim Eriksen, Public Works Director/City Engineer; 463-6280<br>teriksen@cityofukiah.com               |
| Mendocino County Inland Water and Power Commission (IWPC)                      | 2nd Thursday of month, 6:00 p.m.                                                          | Civic Center<br>300 Seminary Avenue<br>conference room 5                                                                                                                 |          | IWPC Staff<br>P.O. Box 1247<br>Ukiah, CA 95482<br>391-7574 - Candace Horsley                                      | Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion                                                                       | Orozco<br>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<br>3200 Taylor Drive<br>Ukiah, CA 95482<br>468-9710                                          | County-wide Solid Waste JPA                                                                                                                                                           | Brown<br>Duenas- 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<br>241 Plant Road<br>Ukiah, CA 95482<br>462-1422                                               | County-wide bus transportation issues and funding                                                                                                                                     | Duenas<br>Orozco - Alternate                                                             | Tim Eriksen, Public Works Director/City Engineer; 463-6280<br>teriksen@cityofukiah.com               |
| North Coast Opportunities (NCO)                                                | 4th Wednesday of month, 2 p.m.                                                            | Alternating locations - Ukiah and Lakeport                                                                                                                               |          | Ross Walker, Governing Board Chair<br>North Coast Opportunities<br>413 North State Street<br>Ukiah, CA 95482      | Assist low income and disadvantaged people to become self reliant                                                                                                                     | Bartolomei<br>(appointed 12/19/18)                                                       | Tami Bartolomei, Community Services Administrator; 467-5765<br>tbartolomei@cityofukiah.com           |
| North Coast Rail Authority (NCRA)                                              | 2nd Wednesday of month, 10:30 a.m.                                                        | Various Locations - announced                                                                                                                                            |          | 419 Talmage Road, Suite M<br>Ukiah, CA 95482<br>463-3280                                                          | Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region                                                                          | Shannon Riley, Deputy City Manager                                                       | 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<br>Attn: Daria Isupov<br>425 South Main St., Sebastopol, CA 95472<br>508-3670 | Consider issues related to Russian river - plans projects and funding requests                                                                                                        | Rodin<br>Brown- Alternate                                                                | Tim Eriksen, Public Works Director/City Engineer; 463-6280<br>teriksen@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<br>Ukiah, CA                                                                                                             |          | County Executive Office<br>Nicole French<br>501 Low Gap Rd., Rm. 1010<br>Ukiah, CA 95482<br>463-4441              | GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin                                                                                                         | Crane<br>Duenas- Alternate                                                               | Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com                             |
| COUNTY/REGIONAL<br>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<br>631 South Orchard Avenue<br>Ukiah, CA 95482<br>467-5953                                     | Multi-agency co-op for economic development and business loan program                                                                                                                 | Riley<br>(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<br>431 S. Main St.<br>Ukiah, CA                                                                                                                                |          | 431 S. Main Street<br>Ukiah, CA 95482<br>467-2836                                                                 | Support and expand Grace Hudson Museum                                                                                                                                                | Orozco<br>Neil Davis- Alternate                                                          | David Burton, Museum Director; 467-2836<br>dburton@cityofukiah.com                                   |
| Continued -<br>COUNTY/REGIONAL<br>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<br>776 S. State Street, Ste. 107<br>Ukiah, CA 95482<br>707-463-4915                   | Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices                                                      | Cedric Crook, Patrol Lieutenant                                                          | Cedric Crook, Patrol Lieutenant Nob; 463-6771; ccrook@cityofukiah.com                                |
| Northern California Power Agency (NCPA) - Commission                           | 4th Thursday of month, 9:00 a.m. (see NCPA calendar)                                      | Roseville, CA and other locations                                                                                                                                        |          | 651 Commerce Drive<br>Roseville, CA 95678<br>916-781-4202                                                         | Pool of State and local power utilities developing and operating power generation, providing scheduling and related energy services and providing regulatory and legislative support. | Crane - Commissioner Sauer - Alternate and Commissioner in absence of Commissioner Crane | Cindi Sauer - Electric Utility Director; 463-6286 csauers@cityofukiah.com                            |
| Northern California Power Agency (NCPA) – Lodi Energy Center (LEC) Appointment | 2nd Monday of month, 10:00 AM                                                             | Lodi, CA and other locations                                                                                                                                             |          | 651 Commerce Drive<br>Roseville, CA 95678<br>916-781-4299                                                         | Committee oversees the operation, maintenance and expenditures of the LEC 300 MW generating project.                                                                                  | Sauer – Project Participate Appointee                                                    | Cindy Sauer, Electric Utility Director, 463-6286, csauers@cityofukiah.com                            |

**2022 CITY COUNCIL SPECIAL ASSIGNMENTS**

| <b>LOCAL/COUNTY/REGIONAL/LIANS<br/>OnGoing One or Two Council and/or<br/>Staff</b> | <b>MTG DATE/TIME</b>                                                        | <b>LOCATION</b>                                                                  | <b>MAILING ADDRESS/CONTACT</b>                                                                  | <b>COMMITTEE FUNCTION</b>                                                                                                                                                                    | <b>ASSIGNED TO</b>                                            | <b>PRINCIPAL STAFF SUPPORT</b>                                                                                                                                                |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>League of California Cities Redwood Empire Legislative Committee</b>            | Prior to Division Meetings, meets 3x in person and then via conference call | Various locations that are announced                                             | Redwood Empire League President;<br>Public Affairs Program Manager<br>(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                  | <b>Rodin<br/>Orozco-Alternate</b>                             | <b>Sage Sangiacomo</b> , City Manager; 463-6221<br>ssangiacomo@cityofukiah.com                                                                                                |
| <b>City Selection Committee</b>                                                    | Called as required by the Clerk of the Board                                | BOS Conference Room<br>501 Low Gap Rd. Rm. 1090<br>Ukiah, CA                     | C/O: BOS<br>501 Low Gap Rd., Rm 1090<br>Ukiah, CA 95482<br>463-4441                             | Makes appointments to LAFCO and Airport Land Use Commission                                                                                                                                  | <b>Mayor</b>                                                  | <b>Kristine Lawler</b> , City Clerk; 463-6217<br>klawler@cityofukiah.com                                                                                                      |
| <b>Investment Oversight Committee</b>                                              | Varies                                                                      | Civic Center<br>300 Seminary Ave.<br>Ukiah, CA 95482                             | Civic Center<br>300 Seminary Ave.<br>Ukiah, CA 95482                                            | Reviews City investments, policies, and strategies                                                                                                                                           | <b>Crane<br/>Orozco, Alternate<br/>Alan Carter, Treasurer</b> | <b>Dan Buffalo</b> , Director of Finance; 463-6220<br>dbuffalo@cityofukiah.com                                                                                                |
| <b>Library Advisory Board</b>                                                      | 3rd Wednesdays of alternate months; 1:00 p.m.                               | Various Mendocino County Libraries                                               | Ukiah County Library<br>463-4491                                                                | Review library policy and activities                                                                                                                                                         | <b>Supervisor Mulheren</b>                                    | <b>Kristine Lawler</b> , City Clerk; 463-6217;<br>klawler@cityofukiah.com                                                                                                     |
| <b>Ukiah Players Theater Board of Directors</b>                                    | 3rd Tuesday of month, 6:00 p.m                                              | 1041 Low Gap Rd<br>Ukiah, CA 95482<br>462-1210                                   | 1041 Low Gap Rd<br>Ukiah, CA 95482<br>462-1210                                                  | To oversee the activities, organization and purpose of the Ukiah Players Theater                                                                                                             | <b>Greg Owen</b> , Airport Manager<br>(appointed 12/19/18)    | <b>Kristine Lawler</b> , City Clerk; 463-6217<br>klawler@cityofukiah.com                                                                                                      |
| <b>Ukiah Unified School District (UUSD) Committee</b>                              | Quarterly                                                                   | 511 S. Orchard, Ste. D<br>Ukiah, CA 95482                                        | 511 S. Orchard<br>Ukiah, CA 95482                                                               | Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager                                                                                                          | <b>Mayor, City Manager and Police Chief</b>                   | <b>Sage Sangiacomo</b> , City Manager; 463-6221<br>ssangiacomo@cityofukiah.com                                                                                                |
| <b>Russian River Flood Control District (RRFCD) Liaison</b>                        | 1st Monday of month, 5:30 p.m.                                              | 151 Laws Ave., Suite D<br>Ukiah, CA                                              | 151 Laws Ave., Ukiah, CA 95482;<br>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                                                          | <b>White/Orozco</b>                                           | <b>Sean White</b> , Director of Water Resources; 463-5712<br>swhite@cityofukiah.com                                                                                           |
| <b>Mendocino County Local Area Formation Commission (LAFCO)</b>                    | 1st Monday of month, 9:00 a.m.                                              | Board of Supervisors Chambers                                                    | Executive Director<br>200 S. School Street, Ste. 2<br>Ukiah, CA 95482<br>463-4470               | Required by legislation - planning spheres of influence, annexation, service areas, and special districts                                                                                    | (positions not active)<br><b>Crane<br/>Rodin</b>              | <b>Craig Schlatter</b> , Director of Community Development; 463-6219;<br>cschlatter@cityofukiah.com                                                                           |
| <b>Mendocino County Airport Land Use Commission</b>                                | As needed                                                                   | BOS Conference Room<br>501 Low Gap Rd., Rm. 1090,<br>Ukiah, CA                   | Mendocino County Executive Office<br>501 Low Gap Rd. Rm. 1010<br>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 | <b>Owen/Schlatter</b>                                         | <b>Greg Owen</b> , Airport Manager; 467-2855;<br>gowen@cityofukiah.com<br><b>Craig Schlatter</b> , Director of Community Development; 463-6219;<br>cschlatter@cityofukiah.com |
| <b>Mendocino County 1st District Liaison</b>                                       | Monthly; TBD                                                                | Civic Center Annex<br>conference room #5<br>411 West Clay St.<br>Ukiah, CA 95482 | Civic Center<br>300 Seminary Ave.<br>Ukiah, CA 95482                                            | To coordinate activities and policy development with the City's 1st District Supervisor                                                                                                      | <b>Brown<br/>Crane- Alternate</b>                             | <b>Sage Sangiacomo</b> , City Manager;<br>463-6221; ssangiacomo@cityofukiah.com                                                                                               |
| <b>Mendocino County 2nd District Liaison</b>                                       | 1st Wednesdays of month, 8:00 a.m.                                          | Civic Center Annex<br>conference room #5<br>411 West Clay St.<br>Ukiah, CA 95482 | Civic Center<br>300 Seminary Ave.<br>Ukiah, CA 95482                                            | To coordinate activities and policy development with the County's 2nd District Supervisor                                                                                                    | <b>Brown</b>                                                  | <b>Shannon Riley</b> , Deputy City Manager; 467-5793<br>sriley@cityofukiah.com                                                                                                |
| <b>LOCAL/COUNTY/REGIONAL/LIANS<br/>OnGoing One or Two Council and/or<br/>Staff</b> | <b>MTG DATE/TIME</b>                                                        | <b>LOCATION</b>                                                                  | <b>MAILING ADDRESS/CONTACT</b>                                                                  | <b>COMMITTEE FUNCTION</b>                                                                                                                                                                    | <b>ASSIGNED TO</b>                                            | <b>PRINCIPAL STAFF SUPPORT</b>                                                                                                                                                |
| <b>Fire Executive Committee</b>                                                    | 2nd Wednesdays of month, 3:45 p.m.                                          | Ukiah Valley Conference Center,<br>200 S. School Street<br>Ukiah, CA             | Stephanie Abba<br>Civic Center<br>300 Seminary Ave.<br>Ukiah, CA 95482<br>sabba@cityofukiah.com | Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District                                                                                   | <b>Orozco/Brown</b>                                           | <b>Doug Hutchison</b> , Fire Chief; 463-6263;<br>dhutchison@cityofukiah.com                                                                                                   |
| <b>STANDING COMMITTEES</b>                                                         | <b>MTG DATE/TIME</b>                                                        | <b>LOCATION</b>                                                                  | <b>MAILING ADDRESS/CONTACT</b>                                                                  | <b>COMMITTEE FUNCTION</b>                                                                                                                                                                    | <b>ASSIGNED TO</b>                                            | <b>PRINCIPAL STAFF SUPPORT</b>                                                                                                                                                |
| <b>Equity and Diversity</b>                                                        | TBD                                                                         | Virtual Meeting Room<br>(link to be created)                                     | Civic Center<br>300 Seminary Ave.<br>Ukiah, CA 95482                                            | Improve diversity and equity in the City's workforce and municipal services                                                                                                                  | <b>Orozco/Duenas</b>                                          | <b>Traci Boyl</b> , City Manager's Office<br>Management Analyst; 467-5720<br>tboyl@cityofukiah.com                                                                            |

| 2022 AD HOC COMMITTEES                                                                                                                                                                                                                                                                             |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMMITTEE                                                                                                                                                                                                                                                                                          | ASSIGNED TO  | PRINCIPAL STAFF SUPPORT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Electric Grid Operational Improvements                                                                                                                                                                                                                                                             | Crane/Orozco | Cindy Sauers, Electric Utility Director;<br>463-629586 csauers@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Trench Cut Policy Development                                                                                                                                                                                                                                                                      | Crane/Brown  | Tim Eriksen, Public Works Director/City Engineer;<br>463-6280 teriksen@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Budget Development Best Practices and Financial Policy For FY 22/23 Budget                                                                                                                                                                                                                         | Crane/Brown  | Dan Buffalo, Director of Finance;<br>463-6220 dbuffalo@cityofukiah.com<br>Sheri Mannion, Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                          |
| Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements                                                                                                                                   | Crane/Rodin  | Sage Sangiacomo, City Manager<br>463-6221 ssangiacomo@cityofukiah.com<br>Shannon Riley, Deputy City Manager<br>467-5793 sriley@cityofukiah.com<br>Craig Schlatter, Community Development Director<br>463-6219 cschlatter@cityofukiah.com<br>Sean White, Director of Water Resources;<br>463-5712 swhite@cityofukiah.com<br>Tim Eriksen, Public Works Director/City Engineer;<br>463-6280 teriksen@cityofukiah.com<br>Cindy Sauers, Electric Utility Director;<br>463-629586 csauers@cityofukiah.com<br>Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com |
| 2021 Electric Rate Study                                                                                                                                                                                                                                                                           | Crane/Duenas | Cindy Sauers, Electric Utility Director;<br>463-6286 csauers@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Housing Element and Implementation Review                                                                                                                                                                                                                                                          | Rodin/Orozco | Craig Schlatter, Community Development Director<br>463-6219 cschlatter@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| UVSD/ City Relations<br><i>Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing</i> | Crane/Brown  | Dan Buffalo, Director of Finance;<br>463-6220 dbuffalo@cityofukiah.com<br>Sean White, Water Resources Director<br>463-5712 swhite@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Upper Russian River Water Agency/City Relations                                                                                                                                                                                                                                                    | Crane/Brown  | Sean White, Director of Water Resources;<br>463-5712 swhite@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Orr Street Bridge Corridor                                                                                                                                                                                                                                                                         | Rodin/Duenas | Tim Eriksen, Public Works Director/City Engineer;<br>463-6280 teriksen@cityofukiah.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Complete Streets                                                                                                                                                                                                                                                                                   | Rodin/Crane  | Tim Eriksen, Public Works Director/City Engineer;<br>463-6280 teriksen@cityofukiah.com<br>Shannon Riley, Deputy City Manager<br>467-5793 sriley@cityofukiah.com<br>Neil Davis, Community Services Director<br>467-5764 ndavis@cityofukiah.com                                                                                                                                                                                                                                                                                                                              |