



City Council Regular Meeting

AGENDA

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

June 19, 2019 - 6:00 PM

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. [Introduction of New Public Works Team Member - Jason Benson, Senior Civil Engineer.](#)
Recommended Action: The City Council will welcome new team member Jason Benson to the City of Ukiah.
[None](#)
- 3.b. [Presentation by Pacific Gas & Electric: Public Safety Power Shutoff Program.](#)
Recommended Action: The City Council will receive a presentation from Pacific Gas & Electric regarding the new safety initiative, Public Safety Power Shutoff.
[Attachment 1 - Public-Safety-Power-Shutoff-Fact-Sheet](#)
- 3.c. [Presentation: City of Ukiah Planning for Pacific Gas & Electric's Public Safety Power Shutoffs.](#)
Recommended Action: The City Council will receive a presentation from the City of Ukiah's Office of Emergency Management regarding the new safety initiative, Public Safety Power Shutoff and the City's response planning.
[Attachment 1- PSPS Communication Plan](#)
- 3.d. [Presentation: Youth Advocacy Group "GASP"](#)
Recommended Action: Receive Presentation
[None](#)

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

- 5.a. [Approval of the June 5, 2019, Budget Workshop and Regular Meeting Minutes.](#)
Recommended Action: Approve the Minutes of June 5, 2019, Budget Workshop and Regular Meeting, as submitted.

[Attachment 1 - June 5, 2019, Draft Minutes](#)

- 5.b. [Approval of the June 11, 2019, Special Meeting and Budget Workshop Minutes.](#)
Recommended Action: Approve the June 11, 2019, Special Meeting and Budget Workshop Minutes.
[Attachment 1 - June 11, 2019, Draft Minutes](#)

6 RIGHT TO APPEAL DECISION

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

7 CONSENT CALENDAR

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

- 7.a. [Approval of Notice of Completion for the Oak Manor Joint Trench Project, Specification No. 18-07 \(EUD\)](#)
Recommended Action: Approve Notice of Completion for the Oak Manor Joint Trench, Specification No. 18-07. and direct the City Clerk to file the Notice of Completion with the County Recorder for Oak Manor Joint Trench Project, Specification 18-07.
[Attachment 1-Spec #18-07 Oak Manor Joint Trench Project](#)
[Attachment 2-Spec 18-07 As Builts Revision Oak Manor Joint Trench](#)
[Attachment 3- Oak Manor Joint Trench Proj.-Notice of Completion1](#)
- 7.b. [Designation of Voting Delegates and Alternates for the League of California Cities Annual Conference – October 16 - 18, 2019.](#)
Recommended Action: Designate Councilmember Mulheren as the Voting Delegate, and Sage Sangiacomo, City Manager and Shannon Riley, Deputy City Manager as the Alternate(s) to represent the City of Ukiah for the 2019 League Annual Conference; and authorize the City Clerk to submit the Voting Delegate/Alternate Form on their behalf.
[Attachment 1 - League Correspondence](#)
[Attachment 2 - Voting Procedures](#)
[Attachment 3 - Voting Delegate Form](#)
- 7.c. [Adoption of Resolution to Extend the Declaration of a Local Emergency Related to the 2019 Winter Storm Event.](#)
Recommended Action: Adopt Resolution to extend the declaration of a local emergency related to the 2019 winter storm events.
[Attachment 1 - Local Emergency City of Ukiah](#)
[Attachment 2 - Local Emergency City of Ukiah](#)
[Attachment 3 - Local Emergency City of Ukiah](#)
[Attachment 4 - Local Emergency City of Ukiah](#)
[Attachment 5 - Local Emergency City of Ukiah](#)
[Attachment 6 - Local Emergency City of Ukiah](#)

Attachment 7 - Local Emergency City of Ukiah
Attachment 8 - Local Emergency City of Ukiah-June 19-2019

7.d. [Approval of Donation of Surplus Fire Apparatus.](#)

Recommended Action: Approve the donation of the surplus 1995 Pierce Dash Pumper to Hopland Fire.

[ATTACHMENT 1 - Fire Truck Pictures](#)

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. [Conduct a Public Hearing and Adopt Resolution Establishing the State Street Underground District No. 4., State Street from Clay Street to Mill Street, Including its Boundaries and Proposed Schedule. \(EUD\)](#)

Recommended Action: Adopt Resolution establishing State Street Underground District No. 4, and approve boundaries and proposed timeline.

[Attachment 1-State St. UG Dist. No. 4 Boundary Map-Clay to Mill](#)

[Attachments 2 & 3-State St. UG Dist. No. 4 Boundary Description and Timeline](#)

[Attachment 4 Resolution-State St. Underground District No. 4](#)

11.b. [Conduct a Public Hearing and Adopt Resolution to Establish the Oak Manor Dr. Underground District No. 5., Including Its Boundaries and Proposed Schedule. \(EUD\)](#)

Recommended Action: Adopt Resolution establishing Oak Manor Drive Underground District No. 5, and approve boundaries and proposed timeline.

[Attachment 1-Oak Manor Boundary Map 1_Final](#)

[Attachments 2 & 3-Oak Manor Drive Boundary Description & Timeline](#)

[Attachment 4- Resolution-Oak Manor Dr. Underground District No. 5](#)

12 UNFINISHED BUSINESS

12.a. [Possible Introduction by Title Only of Broadband Deployment Ordinance.](#)

Recommended Action: Discuss and consider introducing the Broadband Deployment Ordinance by title only.

[Attachment 1 Broadband Deployment Ordinance](#)

[Appendix A Municipal Agreement](#)

12.b. [Adoption of Resolution Approving the Fiscal Year 2019-20 City Budget, and Adoption of the](#)

Corresponding Gann Limit Resolution.

Recommended Action: Adopt Resolution approving the Fiscal Year 2019-20 City Budget, and adopt the corresponding Gann Limit Resolution.

Attachment 1: CIP -5 year-FY 19-20

Attachment 2: Vehicle Justification Sheets - FY 19-20

Attachment 3: Gann Limit Resolution

Attachment 4 - Resolution will be Forthcoming

13 NEW BUSINESS

- 13.a. Authorize the Transfer of the Administration of the Visit Ukiah Program and the corresponding Transient Occupancy Tax Funds to the Greater Ukiah Chamber of Commerce, Effective July 1, 2019, and Authorize the City Manager to Negotiate and Execute a Performance Agreement for Said Administration.

Recommended Action: Authorize the transfer of the administration of the Visit Ukiah Program and the corresponding Transient Occupancy Tax funds to the Greater Ukiah Chamber of Commerce, effective July 1, 2019, and authorize the City Manager to negotiate and execute a performance agreement for said administration.

Attachment 1 - Visit Ukiah Staff Report

Attachment 2 - Agreement - Visit Ukiah Chamber 2019-20 draft

- 13.b. Receive Updates on City Council Committee and Ad Hoc Assignments and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).

Recommended Action: Receive report(s). The Council may also consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

Attachment 1 - 2019 City Council Special Assignments & Ad Hocs

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))

A. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (Number of potential cases: 1.)

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

Recommended Action: Confer in Closed Session

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

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

Recommended Action: Confer in Closed Session

- 14.c. Conference with Legal Counsel – Existing Litigation
(Cal. Gov't Code Section 54956.9(d)(1))

Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case

No. SCUK- CVPT-15-66036

Recommended Action: Confer in Closed Session

- 14.d. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02,
157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session

- 14.e. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 003-040-77; 003-040-78; 003-040-79
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Shapiro/Danco
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session

- 14.f. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-273-19-00 and 002-273-30-00
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Bank of America
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session

- 14.g. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-192-14-00 (280 E. Standley)
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Onetogether Solutions
Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

15 ADJOURNMENT

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

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

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Introduction of New Public Works Team Member - Jason Benson, Senior Civil Engineer.

DEPARTMENT: Community Development

PREPARED BY: Jarod Thiele

ATTACHMENTS:

None

Summary: The Public Works Department is pleased to introduce the City of Ukiah's new Senior Civil Engineer, Jason Benson.

Background: The City of Ukiah Public Works Department is pleased to introduce Jason Benson, who has been hired as the Senior Civil Engineer. Jason grew up in Tennessee, and he moved to California in the summer of 2011. He attended Tennessee Technological University, where he obtained his engineering degree in December 2009. Since then, he has worked at Golder Associates on global pipeline design projects for the mining and oil and gas industry, at ACCO Engineered Systems as a Project Manager for large-scale, high-rise residential plumbing projects in San Francisco, and most recently, with Carollo Engineers, where he was the Resident Engineer and Construction Manager for the City's new Recycled Water Project.

Discussion: Jason moved to Ukiah in April and started with the City in early May. He and his husband, who is on the Parducci wine-making team, live on the north of town with their year-and-a-half-old Labradoodle, Charlie. In his free time, he enjoys the outdoors of Mendocino County and watching NASCAR races.

RECOMMENDED ACTION: The City Council will welcome new team member Jason Benson to the City of Ukiah.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

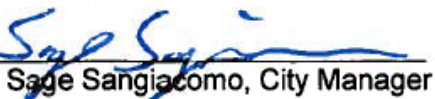
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Presentation by Pacific Gas & Electric: Public Safety Power Shutoff Program.

DEPARTMENT: Economic Development

PREPARED BY: Tami Bartolomei

ATTACHMENTS:

[Attachment 1 - Public-Safety-Power-Shutoff-Fact-Sheet](#)

Summary: City Council will receive a presentation from Pacific Gas & Electric regarding the new safety initiative, Public Safety Power Shutoff.

Background: Given the continued and growing threat of extreme weather and wildfires, and as an additional precautionary measure following the 2017 and 2018 wildfires, PG&E is expanding and enhancing their Community Wildfire Safety Program to further reduce wildfire risks.

Beginning with the 2019 wildfire season, Pacific Gas & Electric (PG&E) will be expanding their Public Safety Power Shutoff (PSPS) program to include all electric lines that pass through high fire-threat areas for both distribution and transmission lines (Attachment 1). While customers in high fire-threat areas are more likely to be affected, a public safety power outage could impact many communities, including the City of Ukiah.

Discussion: Alison Talbott, Government Relations with PG&E for Humboldt and Mendocino Counties will present an overview of the Public Safety Power Shutoff program.

RECOMMENDED ACTION: The City Council will receive a presentation from Pacific Gas & Electric regarding the new safety initiative, Public Safety Power Shutoff.

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: Traci Boyl, Management Analyst

Approved: _____


Sage Sangiacomo, City Manager



Community Wildfire Safety Program Public Safety Power Shutoff

Working Together To Protect Our Communities From Wildfires

Given the continued and growing threat of extreme weather and wildfires, and as an additional precautionary measure following the 2017 and 2018 wildfires, we are expanding and enhancing our Community Wildfire Safety Program to further reduce wildfire risks and help keep our customers and the communities we serve safe. This includes expanding our Public Safety Power Shutoff program beginning with the 2019 wildfire season to include all electric lines that pass through high fire-threat areas – both distribution and transmission.

We know how much our customers rely on electric service and that there are safety risks on both sides. We will only proactively turn off lines in the interest of safety to help reduce the likelihood of an ignition when extreme fire danger conditions are forecasted. While customers in high fire-threat areas are more likely to be affected, any of PG&E's more than 5 million electric customers could have their power shut off if their community relies upon a line that passes through a high fire-threat area.

Public Safety Power Shutoff Criteria

Our Wildfire Safety Operations Center (WSOC) monitors fire danger conditions across our service area and evaluates whether to turn off electric power lines in the interest of safety.

While no single factor will drive a Public Safety Power Shutoff, some factors include:



A RED FLAG WARNING

declared by the National Weather Service



LOW HUMIDITY LEVELS

generally 20% and below



FORECASTED SUSTAINED WINDS GENERALLY ABOVE 25 MPH AND WIND GUSTS IN EXCESS OF APPROXIMATELY 45 MPH,

depending on location and site-specific conditions such as temperature, terrain and local climate



CONDITION OF DRY FUEL

on the ground and live vegetation (moisture content)

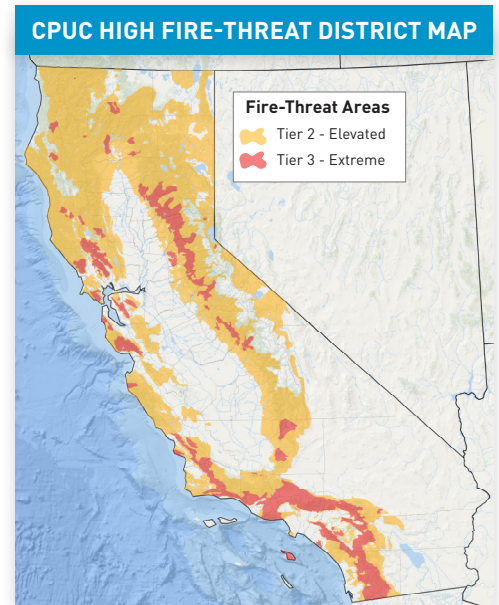


ON-THE-GROUND, REAL-TIME OBSERVATIONS

from PG&E's WSOC and field observations from PG&E crews

Potentially Impacted Areas

- The most likely electric lines to be considered for shutting off for safety will be those that pass through areas that have been designated by the California Public Utilities Commission (CPUC) as at elevated (Tier 2) or extreme (Tier 3) risk for wildfire. This includes both distribution and transmission lines.
- The specific area and number of affected customers will depend on forecasted weather conditions and which circuits PG&E needs to turn off for public safety.
- Although a customer may not live or work in a high fire-threat area, their power may also be shut off if their community relies upon a line that passes through an area experiencing extreme fire danger conditions.
- This means that any customer who receives electric service from PG&E should be prepared for a possible public safety power outage.



Source: California Public Utilities Commission
cpuc.ca.gov/FireThreatMaps

PSPS Event Notifications

Extreme weather threats can change quickly. When possible, we will provide customers with advance notice prior to turning off the power. We will also provide updates until power is restored.

TIMING OF NOTIFICATIONS (when possible)

- **~48 HOURS** before power is turned off
- **~24 HOURS** before power is turned off
- **JUST BEFORE** power is turned off
- **DURING THE PUBLIC SAFETY OUTAGE**
- **ONCE POWER HAS BEEN RESTORED**



HOW WE'LL NOTIFY CUSTOMERS

We will attempt to reach customers through **calls, texts and emails** using the contact information we have on file. We will also use **pge.com** and **social media** channels, and we will keep **local news** and **radio outlets** informed and updated.

Working With Our Customers To Prepare

We are continuing to reach out to our customers and communities about wildfire safety and steps they can take to prepare their homes, families and businesses.

- **Update your contact info** by visiting pge.com/mywildfirealerts today to make sure we have your current contact information.
- **Identify backup charging methods** for phones and keep hard copies of emergency numbers.
- **Plan for any medical needs** like medications that need to be refrigerated or devices that require power.
- **Build or restock your emergency kit** with flashlights, fresh batteries, first aid supplies and cash.

Learn More

about PG&E's Community Wildfire Safety Program.



Call us at
1-866-743-6589



Email wildfire_safety@pge.com



Visit pge.com/wildfiresafety



AGENDA SUMMARY REPORT

SUBJECT: Presentation: City of Ukiah Planning for Pacific Gas & Electric's Public Safety Power Shutoffs.

DEPARTMENT: Community Services

PREPARED BY: Tami Bartolomei

ATTACHMENTS:

[Attachment 1- PSPS Communication Plan](#)

Summary: City Council will receive a presentation from the Office of Emergency Management regarding Pacific Gas & Electric's new safety initiative, Public Safety Power Shutoff and the City's response planning.

Background: Ukiah's electric energy is delivered over high voltage transmission lines jointly used by many California utilities including PG&E. In an effort to protect communities from wildfire, PG&E is implementing precautionary measures this fire season. If extreme fire danger conditions threaten a portion of the electrical system, high-risk transmission lines may be turned off, resulting in outages to the City of Ukiah.

Discussion: Tami Bartolomei, Office of Emergency Management Coordinator will present information related to the City's response planning and coordination in the event of Public Safety Power Shutoffs.

RECOMMENDED ACTION: The City Council will receive a presentation from the City of Ukiah's Office of Emergency Management regarding the new safety initiative, Public Safety Power Shutoff and the City's response planning.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

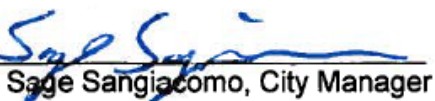
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Traci Boyl, Management Analyst

Approved:


Sage Sangiacomo, City Manager

In the event of a Public Safety Power Shutoff (PSPS), the City will provide updates as soon as they are received from PG&E. The City and PG&E will work diligently to restore electrical services to our customers as quickly as possible, but customers should prepare for power outages that may last longer than 48 hours.

The City is working to prepare for Public Safety Power Shutoffs (PSPS) through planning and system reinforcements to:

- Maintain water and sewer services
- Ensure that public safety officers have the resources that they need to respond to emergencies
- Provide additional traffic safety measures during a PSPS event
- Maintain the functionality of our airport
- Establishing systems to keep the community informed

In preparation for PG&E's Public Safety Power Shut-Offs (PSPS), the City of Ukiah has developed a communication plan (Attachment 1) to serve as a guide prior to, and during, a PSPS and/or other events which may threaten the integrity, health, or safety of the City of Ukiah.

The following objectives, as described in the communication plan, have been completed thus far:

- Created and distributed preparedness flyers and communication bulletins through the City website, utility billing department (to be distributed throughout June and July), and at the Civic Center customer service counter.
- Created preparedness website: CityofUkiah.com/PSPS
- Created and distributed internal PSPS memos
- Identified the front of the Ukiah Civic Center (300 Seminary Avenue) as location for daily briefings/outage updates in the event of a PSPS event.
- Coordinated with Ukiah Police Department for use of Nixle during a PSPS event. (Residents may register for this notification service at Nixle.com)
- Identified partner organization to provide volunteers to staff call center during a PSPS event.



PUBLIC SAFETY POWER SHUT-OFFS (PSPS) COMMUNICATION PLAN

I. INTRODUCTION.

In preparation for PG&E's Public Safety Power Shut-Offs (PSPS), the City of Ukiah has developed a communication plan to serve as a guide to utilize prior to, and during, a PSPS and/or other events which may threaten the reputation, integrity, health, or safety of the City of Ukiah.

In the event of a PSPS or related event, the City Manager's Office will identify a Public Information Officer (PIO). The PIO, in coordination with the City Manager's Office and Emergency Operations Center (EOC), as applicable, will manage and coordinate all internal and external flows of relevant event information in a consistent and professional manner. The PIO will work under the supervision of the City Manager and his or her designee. Providing professional, coordinated and consistent communication is essential to the well-being of the City of Ukiah's residents, local business and employees.

II. PURPOSE

The Communication Plan establishes a process for communicating timely, accurate and essential information prior to, and during, a PSPS or related event.

The plan will:

- help prepare the community by guiding them to available resources regarding the event.
- attempt to relieve some of the burden on dispatch during a PSPS or related event by establishing a call center.
- establish how information from the City of Ukiah is distributed to residents, employees and business owners and provides direct guidelines that will be followed by all City employees in the event of a PSPS or related event when it is necessary to quickly and accurately provide information to the citizens of Ukiah, City employees and the media.

The intent of the Communication Plan is to take a proactive, rather than a reactive, approach to the dissemination of information during a PSPS event.

III. OBJECTIVE

By providing critical preparedness information to the public prior to and during a PSPS or related event, the City can maintain public safety and public confidence in all response efforts during a PSPS or related event.

IV. STRATEGY: Pre-PSPS Event

- Create and distribute internal memos regarding City employee preparedness and work schedules/duties during a PSPS or related event.
- Set up PSPS web page – content to include outage FAQ's, outage information contact number, Nixle alert sign-up link and link to PG&E website.
- Link PSPS web page to existing City web pages and social media sites.
- Set up outage contact number, talking points and phone tree.
- Identify City employees/volunteers who will staff the call center.
- Create and distribute preparedness flyers, press releases, and communication bulletins through social media, the City website, Utility billing department, and at the customer service counter.
- Identify location for daily briefings/outage updates.
- Collaborate with other business-serving entities to create and distribute business preparedness info.

STRATEGY: During a PSPS or related event

- During a PSPS event, the PIO will coordinate with the City Manager's Office and if applicable, the EOC, to discuss all information available about the event.
- The City Manager's Office will notify City of Ukiah elected officials as quickly as possible.
- The City Manager's Office and PIO will work together to determine the facts and who is the appropriate person to speak on behalf of the City. The spokesperson will represent the City and make all official statements and answer media questions throughout the event.
- The PIO will create talking points for the City spokesperson, department heads and call center staff and volunteers.
- The PIO will notify department heads of event status and appropriate employee action. Each department head is responsible for alerting their staff to the PSPS or related event and appropriate action to take regarding work schedules/duties and reminding them that they are to refer all inquiries or request for information to the appropriate City spokesperson.
- During a PSPS the PIO will set up a call center using the existing Electrical Utility Outage Call Number, 707-463-6288. The PIO will set up the call number to route to the appropriate staff and/or volunteers.
- The PIO in coordination with the City Manager's Office will identify City employees and volunteers to operate the call center during business hours or other hours as deemed appropriate during the event.
- The PIO will create and distribute ongoing messaging for Nixle, social media, press releases, internal communications, website updates and call center messaging during and immediately after the event.
- Immediately following the PSPS or related event, the PIO will prepare and distribute a statement or news release regarding the event.

*If at any time the EOC is activated during the PSPS or related event, the PIO will report to the EOC and his/her duties and accountability will be structured within the Incident Command System.



AGENDA SUMMARY REPORT

SUBJECT: Presentation: Youth Advocacy Group "GASP"

DEPARTMENT: Administration

PREPARED BY: Kristine Lawler

ATTACHMENTS:

None

Summary: The City Council will receive a presentation from a youth advocacy group called "GASP" (Go Away Smokers, Please).

Background: The 'Go Away Smokers, Please' (GASP) youth group from Ukiah High School educates the community about the dangers of tobacco and nicotine products and the negative influences on youth of advertising these products.

Discussion: The City Council is asked to receive the presentation from GASP, and help to educate the public.

RECOMMENDED ACTION: Receive Presentation

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

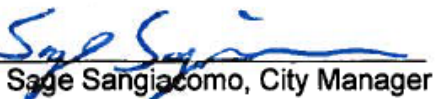
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Mulheren

Approved: _____


Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Approval of the June 5, 2019, Budget Workshop and Regular Meeting Minutes.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - June 5, 2019, Draft Minutes](#)

Summary: Council will consider approving the Minutes of June 5, 2019, Budget Workshop and Regular Meeting (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of June 5, 2019, Budget Workshop and Regular Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

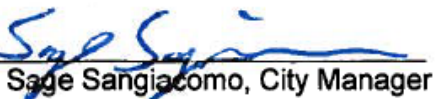
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Budget Workshop and Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
June 5, 2019
4:00 p.m.**

1. ROLL CALL

Ukiah City Council met for a Budget Workshop followed by a Regular Meeting on June 5, 2019, having been legally noticed on May 31, 2019. Mayor Mulheren called the meeting to order at 4:02 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, and Maureen Mulheren. **Staff Present:** Sage Sangiacomo, City Manager; Darcy Vaughn, Assistant City Attorney, (*arrived at 6:11 p.m.*); Dan Buffalo, Finance Director; Daphne Harris, Finance Management Analyst; and Stephanie Abba, Deputy Clerk.

MAYOR MULHEREN PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Daphne Harris, Finance Management Analyst.

4:00 BUDGET WORKSHOP

a. City-Wide Overview and Review of the Draft 2019-20 Fiscal Year City Budget and Capital Improvement Plan.

Presenters: Dan Buffalo, Finance Director and Daphne Harris, Finance Management Analyst.

Council received the following presentations:

1. City Manager

Presenter: Sage Sangiacomo, City Manager

- City Manager
- City-Wide Administrative Services
- Community Outreach
- City Clerk
- Economic Development
- Emergency Management
- Redevelopment

Council Consensus to continue the Budget Workshop after the Regular Meeting.

RECESS: 5:54 – 6:11P.M.

6:00 REGULAR MEETING

NOTE: The regular meeting convened at 6:11 p.m.

Deputy Clerk, Stephanie Abba, stated for the record that attendance had not changed.

In honor of Donald Rones, Sr., who passed away at the age of 102, City Manager Sangiacomo summarized some of the highlights of Mr. Rones' contributions to the community, followed by a moment of silence led by Mayor Mulheren.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Presentation: Northern California Outdoor Education and Mentoring Program.

Presenter: Lexi Garrett, Northern California Outdoor Education & Mentoring Program.

Presentation was received.

b. WEST Business Development Center Presentation.

Presenter: Mary Anne Petrillo, West Business Development Center Chief Executive Officer.

Public Comment: Nancy Hendricks, Peter Marshal, Steven O'Mara, and John McCowen, Mendocino County 2nd District Supervisor.

Presentation was received.

4. PETITIONS AND COMMUNICATIONS

Clerk stated that no communications had been received.

5. APPROVAL OF MINUTES

a. Approval of the April 29, 2019, Special Meeting Minutes.

b. Approval of the May 14, 2019, Special Meeting Minutes.

c. Approval of the May 15, 2019, Regular Meeting Minutes.

Motion/Second: Crane/Brown to approve Minutes of April 3, 2019, a special meeting; May 14, 2019, a special meeting; and May 15, 2019, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

a. Notification of Publishing Services (COU No. 1819-225) by Ukiah Daily Journal for Fiscal Year 2019/2020, in the Amount of \$6.25 per Column Inch for the First Insertion and \$4.26 per Column Inch for Each Subsequent Insertion of the Same Advertisement – *City Clerk*.

b. Adoption of Resolution (2019-24) Appointing Jeanne Wetzel Chinn to POSCC – *City Clerk*.

c. Adoption of Resolution (2019-25) Adopting the 2019 Records Retention Schedule for the City of Ukiah – *City Clerk*.

d. Report of Acquisition of Professional Services (Purchase Order 45945) from Alpha Analytical Laboratories, Inc. in the Amount of \$15,103.85 for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill – *Public Works*.

e. Authorize an Agreement (COU No. 1819-226) with ABD Engineering & Design for Design and Quality Control Services for the Council Chamber Audio/Visual Upgrade Project – *Finance*.

- f. Report of Acquisition of Professional Services (COU No. 1819-221) from Munselle Civil Engineering in the Amount of \$16,500 for a Topographic Survey of the Ukiah Landfill – *Public Works*.
- g. Notification of Purchase of Services (COU No. 1819-211) from Crawford & Associates in the Amount of \$14,830 for Emergency Geo-technical Services at the Water Treatment Plant and Approval of Corresponding Budget Amendment – *Water Resources*.

Staff Comment: Mary Horger, Procurement Manager.

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

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

No public comment was received.

9. **COUNCIL REPORTS**

No reports received.

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

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

11. **PUBLIC HEARINGS (6:15 P.M.)**

12. **UNFINISHED BUSINESS**

- a. **Receive Presentation Regarding the Economic Development and Financing Corporation (EDFC); Consideration of Request for Funding from EDFC; and Request for Authorization for the City Manager to Negotiate and Execute Performance Agreement Between the City of Ukiah and EDFC.**

Presenter: Heather Gurewitz, Economic Development & Financing Corp Executive Director.

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

Motion/Second: Brown/Crane to receive the report and approve request for funding from EDFC; and authorize the City Manager to negotiate and execute Performance Agreement (COU No. 1819-227) between the City of Ukiah and EDFC. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

- b. **Update on Emergency Repair of Backwash Basins at Water Treatment Plant and Determine that Emergency Conditions Continue to Require the Repair of the Backwash Basins.**

Presenters: Sean White, Director of Water/Sewer Utilities and Jarod Thiele, Public Works Management Analyst.

Motion/Second: Crane/Brown to determine that emergency conditions continue to require the repair of the backwash basins without competitive bidding. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

c. Reject Bids Received For Gobbi Street Underground District No. 3, Specification No. 19-03.

Presenter: Mel Grandi, Electric Utility Director.

Motion/Second: Crane/Brown to reject bids received for Gobbi Street Underground District No. 3, Specification No. 19-03, and authorize staff to rebid and carry forward the available project funding in the FY 18/19 to FY 19/20 budget. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

13. NEW BUSINESS

a. Adopt Resolution and Authorize City Manager to Execute the Hazard Mitigation Grant Application.

Presenter: Cindy Sauers, Assistant Electric Utility Director.

Motion/Second: Crane/Orozco to adopt Resolution (2019-26) and authorize City Manager to execute the Hazard Mitigation Grant Application (COU No. 1819-228). Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

b. Receive Updates on City Council Committee and Ad Hoc Assignments and if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).

Presenters: Councilmember Orozco and Mayor Mulheren.

Reports were Received.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AND RECONVENED IN THE BUDGET WORKSHOP AT 7:44 P.M.

RECESS: 7:44 – 7:57 P.M

BUDGET WORKSHOP, Continued

a. City-Wide Overview and Review of the Draft 2019-20 Fiscal Year City Budget and Capital Improvement Plan.

Presenters: Sage Sangiacomo, City Manager; Dan Buffalo, Finance Director.

CITY COUNCIL ADJOURNED THE BUDGET WORKSHOP AT 8:36 P.M.

14. CLOSED SESSION

a. Conference With Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d))

A. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (Number of potential cases: 1.)

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

b. 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*

c. 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

d. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

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

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Shapiro/Danco

Under Negotiation: Price & Terms of Payment

e. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 002-273-19-00 and 002-273-30-00

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Bank of America

Under Negotiation: Price & Terms of Payment

f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 002-192-14-00 (280 E. Standley)

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Onetogether Solutions

Under Negotiation: Price & Terms of Payment

15. ADJOURNMENT

There being no further business, the meeting adjourned at 9:20 p.m.

Stephanie Abba, Deputy Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of the June 11, 2019, Special Meeting and Budget Workshop Minutes.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - June 11, 2019, Draft Minutes](#)

Summary: The City Council will consider approving the June 11, 2019, Special Meeting and Budget Workshop Minutes.

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the June 11, 2019, Special Meeting and Budget Workshop Minutes.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
June 11, 2019
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on June 11, 2019, having been legally noticed on June 7, 2019. Mayor Mulheren called the meeting to order at 3:00 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, and Maureen Mulheren. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR MULHEREN PRESIDING.

The Pledge of Allegiance was led by Mayor Mulheren.

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

4. NEW BUSINESS

a. Approval of Plans and Specifications to Rehabilitate the 75-foot Center Section of Runway 15-33.

Presenters: Greg Owen, Airport Manager and Mary Horger, Procurement Manager.

Public Comment: Sheri Crew (?).

Motion/Second: Crane/Brown to approve plans and specifications to rehabilitate the 75-foot center section of runway 15-33. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

5. NEW BUSINESS

a. Departmental Presentations of the Draft 2019-20 Fiscal Year City Budget and Capital Improvement Plan.

Presenters: Dan Buffalo, Finance Director and Daphine Harris, Finance Management Analyst. Council received the following presentations:

Police (3:13 p.m.)

Presenter: Justin Wyatt, Chief of Police and Pam Mathias, Administrative Secretary.

Community Development (3:30 p.m.)

Presenters:

- Housing Services – Craig Schlatter, Community Development Director
- Building Services – Matt Keizer, Building Official
- Planning Services – Michelle Irace, Planning Manager

City Attorney Rapport departed at 4:13 p.m.

Airport (4:20 p.m.)

Presenter: Greg Owen, Airport Manager

Mayor Directive to staff to add exploring private/public partnerships for facility development, including hangars, to the Airport goals.

Fire (4:30 p.m.)

Presenter: Douglas Hutchison

Finance (4:37 p.m.)

Presenters:

- Accounting and Reporting – Dan Buffalo, Finance Director
- Utility Billing and Customer Service – Dan Buffalo, Finance Director (*for Lori Martin, Customer Service and Billing Supervisor*)
- Information Technology – Michael Ingwell, I.T. Network Specialist
- Procurement – Mary Horger, Procurement Manager
- Budget Management – Daphne Harris, Finance Management Analyst

RECESS: 5:24 – 5:49 P.M.

Electric Utility (5:49 p.m.)

Presenters: Mel Grandi, Electric Utility Director and Diann Lucchetti, Administrative Secretary

- Electric Distribution
- Technical Services
- Electric Administration

Human Resources / Risk Management (6:03 p.m.)

Presenter: Sheri Mannion, Human Resources and Risk Management Director.

Community Services (6:14 p.m.)

Presenters: Tami Bartolomei, Community Services Administrator and Jake Burgess, Recreation Supervisor.

- Alex Rorabaugh Recreation Center
- Parks
- Park Development
- Aquatics
- Golf
- Building Maintenance
- Conference Center
- Museum
- Recreation
- Special Services

Public Works (6:44 p.m.)

Presenter: Tim Eriksen, Public Works Director / City Engineer

- Fleet Management
- Engineering
- Corp Yard
- Landfill
- Streets

Mayor Directive to add a Projects page for the Landfill.

Water Resources (7:00 p.m.)

Presenter: Sean White, Water Resources Director

- Water Services
- Wastewater Services
- Recycled Water Services

Closing remarks were given by both the City Manager and the Finance Director.

6. ADJOURNMENT

There being no further business, the meeting adjourned at 8:00 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for the Oak Manor Joint Trench Project, Specification No. 18-07 (EUD)

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1-Spec #18-07 Oak Manor Joint Trench Project](#)

[Attachment 2-Spec 18-07 As Builts Revision Oak Manor Joint Trench](#)

[Attachment 3- Oak Manor Joint Trench Proj.-Notice of Completion1](#)

Summary: Council is being asked to approve a Notice of Completion for the Oak Manor Joint Trench Project, Specification No. 18-07, and to approve final payment and the 5% retention to Wylatti Resource Management, Inc.

Background: The project was awarded to Wylatti Resource Management, Inc. on Wednesday February 20, 2019, as a unit price contract in the amount of \$489,943.56. This contract required the installation of electric, phone, and cable TV substructures (conduits and vaults) to be installed along Oak Manor Drive from Perkins Street to just south of Oak Manor School, connecting to the existing underground facilities. This new duct system provided a pathway for all utilities to underground overhead facilities.

RECOMMENDED ACTION: Approve Notice of Completion for the Oak Manor Joint Trench, Specification No. 18-07. and direct the City Clerk to file the Notice of Completion with the County Recorder for Oak Manor Joint Trench Project, Specification 18-07.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$700,000; FY 18-19; Electric Capital #80126100.80230.18095

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract No. 1819-171

COORDINATED WITH: Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

Discussion: The contracted work was completed by the contractor in conformance with the approved plans and specifications on May 23, 2019 (Attachment 1). The original awarded unit price contract amount, based on estimated quantities, was \$489,943.56, with actual quantities resulting in a final amount of \$516,140.43. The cost for additional work scope increased the project cost by \$29,710.98, resulting in a final contract amount of \$545,851.41 (see Attachment 2). Final payment of the retention will be made to the contractor after 35 days from the date of the Notice of Completion (Attachment 3) is filed with the County Recorder.

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
OAK MANOR JOINT TRENCH PROJECT
SPECIFICATION NO. 18-07

CITY OF UKIAH
DEPARTMENT OF ELECTRIC UTILITY
300 Seminary Avenue
Ukiah, California 95482-5400

Bids Open: Tuesday, February 5, 2019
2:00 p.m.
Office of City Clerk

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

MAUREEN MULHEREN – MAYOR
DOUGLAS CRANE – VICE-MAYOR
JIM BROWN – COUNCIL MEMBER
JUAN OROZCO – COUNCIL MEMBER
STEVE SCALMANINI – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER
MEL GRANDI - DIRECTOR OF ELECTRIC UTILITY

MARY HORGER – PROCUREMENT MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF ELECTRIC UTILITY
JANUARY 2019

TABLE OF CONTENTS

	PAGE
NOTICE TO BIDDERS	
INSTRUCTIONS TO BIDDERS	1
GENERAL CONDITIONS	
SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS	2
1-01. Definitions	
1-02. Examinations of Plans, Special Provisions and Site of Work	
1-03. Proposal	
1-04. Withdrawal of Bids	
1-05. Public Opening of Bids	
1-06. Bid Guaranty	
1-07. Qualification of Bidders	
1-08. Disqualification of Bidders	
1-09. Identification of Subcontractors	
1-10. General Provisions of the Standard Specifications	
SECTION 2. AWARD AND EXECUTION OF CONTRACT	5
2-01. Award of Contract	
2-02. Return of Proposal Guaranties	
2-03. Execution of Contract	
SECTION 3. SCOPE AND INTENT OF CONTRACT	5
3-01. Effect of Inspection and Payments	
3-02. Effect of Extension of Time	
3-03. Extra Work	
3-04. Assignment of Contract	
3-05. Subcontractors	
3-06. Interpretation of Special Provisions and Drawings	
3-07. Liability of City Officials	
3-08. Dispute Resolution	
SECTION 4. BONDS	6
4-01. Faithful Performance Bond	
4-02. Material and Labor Bond	
4-03. Defective Material and Workmanship Bond	
4-04. Notification of Surety Companies	
SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS	6
5-01. Minimum Scope of Insurance	
5-02. Minimum Limits of Insurance	
5-03. Deductibles and Self-Insured Retentions	
5-04. Other Insurance Provisions	
5-05. Acceptability of Insurers	
5-06. Verification of Coverage	
5-07. Subcontractors	

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR	8
6-01. Legal Address of Contractor	
6-02. Office of Contractor at Site	
6-03. Attention to Work	
6-04. Liability of Contractor	
6-05. Protection of Persons and Property	
6-06. Protection of City Against Patent Claims	
6-07. Protection of Contractor's Work Property	
6-08. Regulations and Permits	
6-09. Construction Utilities	
6-10. Approval of Contractor's Plans	
6-11. Suggestions to the Contractor	
6-12. Termination of Unsatisfactory Subcontracts	
6-13. Preservation of Stakes and Marks	
6-14. Assistance to Engineer	
6-15. Removal of Condemned Materials and Structures	
6-16. Proof of Compliance with Contract	
6-17. Errors and Omissions	
6-18. Cooperation	
6-19. Right of Contractor to Stop Work	
6-20. Hiring and Dismissal of Employees	
6-21. Wage Rates	
6-22. Cleaning Up	
6-23. Guaranty	
SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY	13
7-01. Authority of the Engineer	
7-02. Inspection	
7-03. Surveys	
7-04. Rights-of-Way	
7-05. Retention of Imperfect Work	
7-06. Changes in the Work	
7-07. Additional Drawings by City	
7-08. Additional and Emergency Protection	
7-09. Suspension of Work	
7-10. Right of City to Terminate Contract	
7-11. Use of Completed Portions	
SECTION 8. WORKMANSHIP, MATERIALS AND EQUIPMENT	15
8-01. General Quality	
8-02. Quality in Absence of Detailed Specifications	
8-03. Materials and Equipment Specified by Name	
8-04. Source of Materials	
8-05. Storage of Materials	
8-06. Drawings, Samples and Tests	
SECTION 9. PROSECUTION OF WORK	16
9-01. Equipment and Methods	
9-02. Time of Completion	
9-03. Avoidable Delays	
9-04. Unavoidable Delays	
9-05. Notice of Delays	
9-06. Extension of Time	

- 9-07. Unfavorable Weather and Other Conditions
- 9-08. Saturday, Sunday, Holiday and Night Work
- 9-09. Hours of Labor

SECTION 10. PAYMENT 17

- 10-01. Certification by Engineer
- 10-02. Progress Estimates and Payment
- 10-03. Substitution of Securities
- 10-04. Acceptance
- 10-05. Final Estimate and Payment
- 10-06. Delay Payments
- 10-07. Extra Work and Work Omitted
- 10-08. Compensation for Extra Work or Work Omitted
- 10-09. Compensation to the City for Extension of Time
- 10-10. Liquidated Damages for Delay

SECTION 11. MISCELLANEOUS 20

- 11-01. Notice
- 11-02. Computation of Time
- 11-03. Claims Procedure Required by Public Contract Code Section 9204
- 11-04. Litigation and Forum Selection
- 11-05. Waiver

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION 23

- 12-01. Location and Scope of Work
- 12-02. Arrangement of Technical Specifications
- 12-03. Arrangement of Plans
- 12-04. Business Licenses
- 12-05. Permits
- 12-06. Standard Specifications and Standard Plans
- 12-07. Temporary Facilities
- 12-08. Public Convenience and Safety
- 12-09. Maintaining Traffic
- 12-10. Stream Pollution
- 12-11. Warranties
- 12-12. Utilities
- 12-13. Preconstruction Conference
- 12-14. Safety Requirements

SECTION 13. CONSTRUCTION DETAILS 25

- 13-01. General Construction Notes
- 13-02. Backfill
- 13-04. Electric Conduit
- 13-05. AT&T Conduit
- 13-06. Existing Asphalt and Sidewalk
- 13-07. Conduit Stubs
- 13-08. Pull Line
- 13-09. Pad-mount Transformer Box
- 13-10. Primary Pedestal
- 13-11. Grounding
- 13-12. CATV Service Vaults

13-13. AT&T Service Boxes	
13-14. Inspections	
13-15. City Provided Materials	
13-16. City Provided Labor	
SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS	27
14-01. Provisions to be Excluded from General Conditions	
SECTION 15. AMENDMENTS TO GENERAL CONDITIONS	27
15-01. Provisions of General Conditions to be Amended	
CERTIFICATES AND DOCUMENTS	
BID SUBMITTAL CHECKLIST	28
PROPOSAL	29
BIDDING SCHEDULE	30
FAIR EMPLOYMENT PRACTICES CERTIFICATION	34
WORKER'S COMPENSATION CERTIFICATE	35
CERTIFICATE OF NONDISCRIMINATION IN EMPLOYMENT	36
LIST OF PROPOSED SUBCONTRACTORS	37
STATEMENT OF EXPERIENCE OF BIDDER	38
SIGNATURE OF BIDDER	39
BIDDER'S BOND	40
NON-COLLUSION AFFIDAVIT	41
AGREEMENT	42
INDEMNIFICATION AGREEMENT	46
EXAMPLE BOND FORMS	47
DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND	51
DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND	52
INSURANCE CERTIFICATES AND ENDORSEMENT FORMS	
APPENDICES:	
OAK MANOR DRIVE PROJECT PLAN SHEETS 1 THRU 5	
SUPPLEMENTAL DRAWINGS:	
311 2007	
314 1008	
317 2431	
317 3001	
AT&T GUIDELINES FOR CONDUIT	

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR OAK MANOR JOINT TRENCH PROJECT, SPECIFICATION NO. 18-07

NOTICE IS HEREBY GIVEN that sealed standard proposals for OAK MANOR JOINT TRENCH PROJECT will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on Tuesday, February 5, 2019, at which time, or as soon thereafter as possible, they will be publicly opened and read. Bids shall be addressed to the City Clerk and shall be endorsed "OAK MANOR JOINT TRENCH PROJECT". Bids are required for the entire work described herein. No fax bids will be accepted.

Oak Manor Drive Joint Trench project includes trenching, backfilling, compacting, installing underground conduits (electric, AT&T and Comcast), vaults, box pads, pedestals and pull boxes (installed by Contractor, provided by the City). Cable and phone service boxes and vaults for an underground duct system. All work is to be done on Oak Manor Drive, Oak Manor Court, El Rio and Yosemite Drive, in accordance with the plans and special provisions therefore adopted, to which special reference is hereby made.

Plans and Special Provisions may be inspected and/or copies obtained from the City's website at www.cityofukiah.com/purchasing. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger, Procurement Manager at (707) 463-6233 or by email at mhorger@cityofukiah.com.

The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid by a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right, but not the obligation, to waive any irregularity or failure to strictly comply with the bidding requirements, that the City determines in the reasonable exercise of its discretion does not provide the bidder with a competitive advantage over other bidders.

No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 except as allowed. under Labor Code section 1771.1(a) The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the DIR.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the DIR Director has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes for the City of Ukiah. Copies of his General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD/> The prime contractor for the work herein shall possess a current, valid State of California, Class A Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California.

Dated: _____
Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES: January 9th and January 16th, 2019

INSTRUCTIONS TO BIDDERS

OAK MANOR JOINT TRENCH PROJECT shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the City of Ukiah amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said City. Said check shall be forfeited, or said bond shall become payable to said City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with the City and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the City for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within thirty (30) calendar days. The Contractor will pay to the City the sum of five hundred (\$500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

All objections or responses filed not more than 5 days after receipt of the written protest will be presented to the City Council at its next regular meeting occurring not less than 12 calendar days following the bid opening. The City Council will resolve the bid protest at that meeting based on the written protest, any staff recommendation and all timely written objections and responses. In accordance with the Brown Act, any person may address the City Council on this item during the meeting. The City Council action on the protest shall represent a final decision by the City on the protest.

Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings. Any bid shall take into consideration that conditions may exist underground or otherwise that are not known to the City or easily detected during a site inspection that could impact the time or cost of completing the project. The City expects the bids to anticipate such conditions so that it can know for budgeting and other purposes the total cost to complete the project before accepting a bid and undertaking the legal obligation to construct the project. In awarding the contract the City relies on the contractor's representation that its bid anticipates differing site conditions and the additional time or cost that such conditions may necessitate.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and Contract Documents. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

Bidder Inquiries and Questions

Inquiries and questions must be submitted in writing via fax or email to the following designated contact person:

Mary Horger, Procurement Manager

Fax: (707) 313-3621

Email: mhorger@cityofukiah.com

The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located at Oak Manor Drive, Oak Manor Court, Yosemite Drive, and El Rio Drive.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

1-01. Definitions. Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning given:

- a. "City of Ukiah" or "City" shall mean the City of Ukiah, Mendocino County, California, acting through its City Council or any other board, body, official or officials to which or to whom the power belonging to the Council shall by virtue of any act or acts, hereafter pass or be held to appertain.
- b. "Engineer" shall mean the Engineer duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.
- c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him or her or them.
- d. "Contractor" shall mean the party entering into contract with the City of Ukiah for the performance of work covered by this contract and his or her authorized agents or legal representatives.
- e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the City or its duly authorized representatives.
- f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.
- h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the City, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to the City if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.
- i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Engineer is intended unless stated otherwise.

As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permissive.

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefor. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if

made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, endorsed as specified in the notice to bidders. Bidders are warned against making erasures or alterations of any kind and proposals which contain omissions, erasures, conditions, alterations, additions not called for, additional proposals or irregularities of any kind may be rejected.

1-04. Withdrawal of Bids. Any bid may be withdrawn at any time prior to the hour fixed in the notice to bidders for the openings of bids, provided that a request in writing, executed by the bidder or his or her duly authorized representative, for the withdrawal of such bid is filed with the City. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

1-05. Public Opening of Bids. Bids will be opened and read publicly at the time and place indicated in the notice to bidders. Bidders or their agents are invited to be present.

1-06. Bid Guaranty. Each bid must be accompanied by a certified check, cashier's check or bidder's bond executed by an admitted surety insurer, payable to the order of the City of Ukiah in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

1-07. Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. A statement setting forth this experience and business standing shall be submitted by each bidder on the form provided herewith. It is the intention of the City to award a contract only to a bidder who furnishes satisfactory evidence that he or she has the requisite experience and ability and that he or she has sufficient capital, facilities and equipment to enable him or her to prosecute the work successfully and promptly within the time and in the manner agreed.

In determining the degree of responsibility to be credited to a bidder, the City may weigh evidence that the bidder or his or her personnel charged with the responsibility in the work, has performed satisfactorily other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

1-08. Disqualification of Bidders. More than one bid from an individual business, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is financially interested in more than one bid for the work will cause the rejection of all bids in which he or she is so interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

1-09. Identification of Subcontractors. All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following) and shall set forth:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

(b) The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.

1-10. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 11, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-06 of these Special Provisions.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Award of Contract. Award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within thirty (30) days after opening of the bids. The City reserves the right to reject any and all bids and to waive any irregularity in the proposal not pertaining to cost.

2-02. Return of Proposal Guaranties. All bid guaranties will be held until the contract has been fully executed, after which they will be returned upon request to the respective bidders whose bids they accompany.

2-03. Execution of Contract. The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the City; one copy shall be filed with the City and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the City.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments. Neither the inspection by the Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the City or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the City, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time. The granting of any extension of time on account of delays which, in the judgement of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

3-03. Extra Work. If extra work orders are given in accordance with provisions of this contract, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

3-04. Assignment of Contract. The contract may be assigned or sublet in whole or in part only upon the written consent of the City acting through its authorized agents. Consent will not be given to any proposed assignment which would relieve the original contractor or its surety of their responsibilities under the contract nor will the Engineer consent to any assignment of a part of the work under the contract.

3-05. Subcontractors. The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract which are applicable to the work of subcontractors.

Nothing contained in this contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the City and no action may be brought by any subcontractor against the City based on this contract.

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such

further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Liability of City Officials. No city official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

3-08. Dispute Resolution. Claims of \$375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

4-02. Material and Labor Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the City in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in an amount not less than 5 percent (5%) of the final contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the City against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS (WITH CONSTRUCTION RISKS)

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

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Course of Construction insurance covering for “all risks” of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

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

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
6. Course of Construction policies shall contain the following provisions:
 - a.) The City shall be named as loss payee.
 - b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-06. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the City or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site. During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings and any such thing given to the said representatives or delivered at the Contractor's office at the site of work in his or her absence shall be deemed to have been given to the Contractor.

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

6-05. Protection of Persons and Property. The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of City Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the City, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the City or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property. The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the City nor any of its agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits. The Contractor shall secure and pay for all permits, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License. The City of Ukiah will issue a no fee encroachment permit to the Contractor allowing him or her to perform work within City right of way or within City property after the Contract Documents have been executed and insurance certificates and endorsements have been approved by the City.

6-09. Construction Utilities. The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans. The approval by the Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the City shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Engineer.

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor's attention is directed to Section 7-03 of these Special Provisions.

6-14. Assistance to Engineer. At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned material or work may be removed by the City and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions. If the Contractor, in the course of the work, finds any errors or omissions in plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the plans and the physical conditions of the locality, he or she shall immediately inform the Engineer, in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. he or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the City in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Engineer and recover from the City payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Engineer.

- (1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.
- (2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.
- (3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the City and the Engineer, then such right shall lapse until another occasion arises according to this section.

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.
2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD> The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.
4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.
5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.
6. Travel and Subsistence Payments.

Contractor shall make travel and subsistence payments to each workman needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

7. Apprentices.

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty. All work shall be guarantied for a period of one year from the date of acceptance by the City. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

The City is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the final contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

7-02. Inspection. The City will provide engineering personnel for the inspection of the work.

The Engineer and his or her representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

If the Special Provisions, the Engineer's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If such work is not in accordance with the contract documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys. Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

7-04. Rights-of-Way. The City will provide all necessary rights-of-way and easements in or beneath which work will be performed by the Contractor under this contract.

7-05. Retention of Imperfect Work. If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he or she shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or

materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or \$5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

The order of such additions, omissions, corrections, alterations and modifications shall be in writing and signed by the Engineer and, in order, shall then be binding upon the Contractor. The Contractor shall proceed with the work as changed and the value of such change shall be determined as provided for in section 10-07 of these Special Provisions.

Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7-07. Additional Drawings by City. The drawings made a part of this contract at the time of its execution are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the contract drawings and the Contractor shall make his or her work conform to all such drawings.

7-08. Additional and Emergency Protection. Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the Engineer, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

7-09. Suspension of Work. The City may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor so to do. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the City does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid

balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-01. General Quality. Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Engineer.

8-04. Source of Materials. Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

8-05. Storage of Materials. Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

8-06. Drawings, Samples and Tests. As soon as possible after execution of the contract, the Contractor shall submit to the Engineer, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of these Special Provisions and Drawings. If the information thus submitted indicates the equipment or materials is acceptable, the Engineer will return one copy stamped with his or her approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Engineer.

When requested by the Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by the Engineer. Samples shall be secured and tested whenever necessary to determine the quality of the material.

SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

9-02. Time of Completion. The Contractor shall promptly begin the work under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

9-04. Unavoidable Delays. Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the City changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the City will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work.

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

9-06. Extension of Time. Should any delays occur which the Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Engineer within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the Engineer within 45 days of the occurrence unless the Engineer specifies in writing a longer period. All claims for a time extension must be approved by the Engineer and incorporated into a written change order.

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT

10-01. Certification by Engineer. All payments under this contract shall be made upon the presentation of certificates in writing from the Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment. The Engineer shall, within the first seven (7) days of each month, make an estimate of the value of the work performed in accordance with this contract during the previous calendar month.

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

The estimate shall be signed by the Engineer and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Pubic Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution

shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

- (a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.
- (c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.
- (d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.
- (e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.
- (f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars (\$500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.
- (g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as banker's acceptances, which are eligible for purchase by the Federal Reserve System.
- (h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.
- (i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.
- (j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).
- (k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.
- (l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with City or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of City, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by City or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared and executed by City, the Contractor and the escrow agent, which may be City. The escrow agreement shall specify, among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow. City shall have no obligation to enter any such Agreement that does not provide the City with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. The Engineer shall, as soon as practicable after the final acceptance of the work done under this contract, make a final estimate of the amount of work done thereunder and the value thereof.

Such final estimate shall be signed by the Engineer, and after approval, the City shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments. Should any payment due the Contractor or any estimate be delayed, through fault of the City beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the City shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the Engineer and approved by the City increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are

furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D, "Extra Work", and Section 9-1.03, "Force Account Payment" of the Standard Specifications.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of five hundred dollars (\$500.00) per day for each and every calendar day's delay beyond the time prescribed.

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Claims Procedure Required by Public Contract Code Section 9204. This section shall apply to any claim by the Contractor arising in connection with this project in accordance with Public Contract Code Section 9204.

a. For purposes of this section "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under this contract.

(B) Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

b.

(1)

(A) Upon receipt of a claim pursuant to this section, the City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and the contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The Contractor shall furnish reasonable documentation to support the claim.

(C) If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph (3) shall apply.

(2)

(A) If the Contractor disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to in writing by the City and the Contractor, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(3) Failure by the City to respond to a claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the Contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

c. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

11-04. Litigation and Forum Selection. Contractor and City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

Except as otherwise expressly provided by law, the parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract. The City disclaims an express or implied warranty that the plans and specifications identify all site conditions that could affect the time or cost to complete the Work.

11-05. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work. All of the work to be performed is within the City of Ukiah and consists of trenching, installing conduit, box pads, pedestals, pull boxes and vaults. General locations of the work are in the street and back of walk per the drawing.

The Contractor should familiarize himself with the local conditions of the project sites. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Mary Horger at (707) 463-6233.

12-02. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. General locations and linear quantities of the work are shown in Appendix "A". A map will be provided to the successful bidder showing the exact locations of the work to be done.

12-04. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-05. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, 2015, are hereby made a part of these Special Provisions and are hereinafter referred to as "California Standard Specifications" and "California Standard Plans."

Whenever in the California Standard Specifications and the California Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation - The City Council.

Director of Public Works - The City of Ukiah Director of Public Works.

Engineer - The Engineer, designated by the City Council, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the City of Ukiah to test materials and work involved in the contract.

State - The City of Ukiah

Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the California Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (City) Special Provisions

2. (City) Project Plans
3. City Standard Plans and Details
4. California Standard Plans
5. California Standard Specifications

12-07. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-08. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work.

12-09. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," and 7-1.095, "Flagging Costs," of the California Standard Specifications.

Streets shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Full costs for "Maintaining Traffic", including "Flagging Costs", shall be considered as included in the various items of work and no additional compensation will be made.

12-10. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

12-11. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one year from the date of final acceptance. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

12-12. Utilities. No water, sewer or electrical services will be provided by the owner. It is the Contractor's sole responsibility to arrange such services as necessary.

12-13. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12-14. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

SECTION 13 - CONSTRUCTION DETAILS

13-01. General Construction Notes. Contractor shall complete all trenching, backfill and compaction to be done per City of Ukiah specification.

1. Electrical substructure including conduit, grounding box pad installations pedestal installations, secondary pull boxes and streetlight boxes shall be inspected prior to backfill of any excavation. The contractor shall notify the Electric Utility 48 hours in advance of any inspection to be performed outside of the normal workday (Monday through Thursday 6 AM to 4:30 PM). Contractor shall pay all overtime premiums associated with inspections or City involved work outside the normal workday.
2. All conduit shall be proved in a manner acceptable to the City of Ukiah Electric Department. Conduit shall be free of dirt, rocks or other obstructions which could prevent, hinder or harm the installation of electric cable. Conduits shall be joined using a medium body, clear, electrical conduit PVC solvent cement approved by the Electric Department. All PVC couplings shall be long line couplings.
3. Trench depth and locations may have to be adjusted slightly in the field to avoid existing facilities.
4. Contractor is to be responsible for condition for all substructures (for example, trench settlement, damaged substructures, etc.) until one year after the date of completion.
5. The contractor shall do NO excavating until all utility agencies have been given the opportunity to mark the facilities in the field. It is the contractor's responsibility to call USA North to have all underground facilities located.

USA North

811 Or 1-800-227-2600

www.usanorth.org

Call Monday through Friday 6:00 AM -7:00 PM

6. The contractor shall pothole all underground utilities locations to determine exact depth and location prior to trenching.
7. All trenches shall be backfilled and compacted to the City of Ukiah's specification.
8. Standard interlocking conduit spacers that provide a separation of 2 inches (min) between conduit shall be used, where specified. Spacers shall be placed 5 inches apart (max) or where conduit transitions are made.
9. All landscapes shall be returned to like or better than the condition they were found.
10. The contractor shall notify all residents and businesses 48 hours in advance of any construction or disruption of traffic flow impacting the property and any driveways.

13-02. Backfill. Contractor shall backfill all conduits with clean sand to a minimum of 3 inches above the level of conduits.

13-03. Electric Conduit. All Electric conduits shall be PVC schedule 40, grey in color. (See City of Ukiah Electrical Construction Standards 314 1007 and 311 2007). All Electric conduit 90-degree elbows shall be PVC schedule 80 and have a minimum radius as follows:

A.	6 inch	48 inches
B.	4 inch	36 inches
C.	3 inch	24 inches

Pole riser conduits shall be stubbed 6" above ground level and mounted directly to the pole, and shall be capped.

13-04. CATV Conduit. All CATV (Comcast) conduit shall be PVC schedule 40, white in color, and marked CATV every 5 feet. All CATV conduit 90 degree elbows to have a minimum radius of:

A.	2 & 3 inch	24 inches
B.	1 inch	18 inches

13-05. AT&T Conduit. All AT&T conduit shall be PVC schedule 40, white or gray in color. All AT&T conduit 90-degree elbows shall have a minimum radius of 24 inches.

13-06. Existing Asphalt and Sidewalk. Contractor shall remove and replace existing asphalt and sidewalk as required to install conduits and related equipment.

13-07. Conduit Stubs. All conduit stubs for future electric, phone and cable shall be securely capped. Electric stubs shall be capped and marked with an electric marking device (Greenlee Unimarker). One marker shall be placed for each type of conduit(s) using the uniform color code.

13-08. Pull Line. Contractor shall prove and install pull line (Mule Tape) for the entire length in all conduits (Electric, CATV, and AT&T).

13-09. Pad-mount Transformer Box. Contractor shall install pad-mount transformer box pad per City of Ukiah specification 317 2431.

13-10. Primary Pedestal. Contractor shall install primary pedestal per City of Ukiah specification 317 3001.

13-11. Grounding. All grounding shall be completed per City of Ukiah Electrical standard 311 2007, 314 1007 and 314 1008 and shall be used in any and all primary pedestals, transformer box pads, secondary and primary pull boxes and at the pole riser locations.

13-12. CATV Service Vaults. Contractor shall provide and install CATV SERVICE VAULTS- Shall be N30, N36 & B48 (w/10" extension) per Comcast specifications. Service boxes shall be Old Castle Precast and marked CABLE TV. The cover shall be reinforced concrete lid. Conduit service entry shall meet CATV requirements.

13-13. AT&T Service Boxes. Contractor shall provide and install all AT&T SERVICE BOXES. All boxes shall be Jensen Precast K243630AT with H-20 traffic rated non-skid covers or approved equal.

13-14. Inspections. Inspections shall be done by City of Ukiah Electric Utility personnel. To schedule an inspection, call (707) 467-5775.

13-15. City Provided Materials. The City of Ukiah Electric Utility will be furnishing the following materials for this project:

- A. All primary cable, primary cable terminations, and associated equipment for connections.
- B. Padmount Transformer Box Pad.
- C. Primary Pedestals.
- D. Secondary Service Boxes.
- E. Street Light Boxes.

13-16. City Provided Labor. The City of Ukiah Electric Utility will be furnishing the following labor for this project:

- A. Standby, observe and monitor the Contractor with the installation of all conduit into any energized equipment.

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

- (1) Section 6-02. Office at the Site
- (2) Section 7-03. Surveys

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?...

- **Proposal** (Page 31)
 - Unit prices filled out clearly.
 - Extended prices filled out clearly and calculated correctly
 - Total bid amount filled out clearly and calculated correctly
 - Sign the proposal, and provide complete information
 - CLSB No. and expiration date
 - Department of Industrial Relations Public Works Contractor Registration Number
- **Fair Employment Practices Certification** (Page 34)
 - Filled out completely per instruction
- **Worker's Compensation Certificate** (Page 35)
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment** (Page 36)
 - Filled out completely per instruction
- **List of Proposed Subcontractors** (Page 37)
 - Filled out completely per instruction
- **Statement of Experience** (Page 38)
- **Signature of Bidder** (Page 39)
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond** (Page 40)
 - Filled out completely per instruction
- **Non-Collusion Affidavit** (Page 41)
 - Filled out completely per instruction
 - Notarized
- **Addenda Issued**
 - Signed and Returned

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
OAK MANOR JOINT TRENCH PROJECT**

Specification No. 18-07

The undersigned, as bidder,
declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

- 1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained
 - a) to provide all necessary machinery, tools, apparatus and other means of construction;
 - b) to furnish all materials;
 - c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;
 - d) to pay all charges of freight transportation and hauling;
- 2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the items in the "Total" column. In case of discrepancy between the sum of the items in the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column items shall prevail. The bid comparison will be based on the sum of the items in the "total" column for each bidder.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated.

Lowest bid will be based on the lowest Base Bid.

NAME OF BIDDER:

SPEC #:

PROJECT NAME:

18-07

OAK MANOR JOINT TRENCH PROJECT

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	Excavate, trench, backfill and compaction (12" x 36" street trench)	LF	120	\$ _____	\$ _____
2	Excavate, trench, backfill and compaction (18" x 48" street trench)	LF	313	\$ _____	\$ _____
3	Excavate, trench, backfill and compaction (24" x 59" street trench)	LF	1139	\$ _____	\$ _____
4	Remove and replace asphalt concrete (12" trench)	SF	120	\$ _____	\$ _____
5	Remove and replace asphalt concrete (18" trench)	SF	469.5	\$ _____	\$ _____
6	Remove and replace asphalt concrete (24" trench)	SF	2278	\$ _____	\$ _____
7	2" PVC Schedule 40 Conduit (Comcast) including installation	FT	5500	\$ _____	\$ _____
8	4" PVC Schedule 40 Conduit (Comcast) including installation	FT	60	\$ _____	\$ _____
9	2" PVC Schedule 40 Conduit (AT&T) including installation	FT	500	\$ _____	\$ _____
10	4" PVC Schedule 40 Conduit (AT&T) including installation	FT	3260	\$ _____	\$ _____
11	3" PVC Schedule 40 Conduit including installation (Electric)	FT	1023	\$ _____	\$ _____
12	4" PVC Schedule 40 Conduit including installation (Electric)	FT	2283	\$ _____	\$ _____
13	6" PVC Schedule 40 Conduit including installation (Electric)	FT	1322	\$ _____	\$ _____
14	Sidewalk removal and replacement for installation of electric, cable & AT&T vaults and boxes	SF	700	\$ _____	\$ _____
15	Excavate, backfill, compact and install cable service vaults B48 (Comcast)	EA	5	\$ _____	\$ _____
16	Excavate, backfill, compact and install cable service vaults N36 (Comcast)	EA	3	\$ _____	\$ _____

17	Excavate, backfill, compact and install cable service vaults N30 (Comcast)	EA	5	\$ _____	\$ _____
18	Excavate, backfill, compact and install cable service vaults 24x36x24 (AT&T)	EA	4	\$ _____	\$ _____
19	Excavate, backfill, compact and install cable service vaults 36x48x36 (AT&T)	EA	7	\$ _____	\$ _____
20	Excavate, backfill, compaction and install pedestal (City to provide)	EA	4	\$ _____	\$ _____
21	Excavate, backfill, compaction and install transformer box pad (City to provide)	EA	2	\$ _____	\$ _____
22	Excavate, backfill, compaction and install secondary service box (City to provide)	EA	7	\$ _____	\$ _____
23	Landscape removal and replacement – residents property and school property (3 locations)	LS	3	\$ _____	\$ _____
24	Install streetlight boxes	EA	2	\$ _____	\$ _____
25	Traffic Control (30 days, 2 people)	HR	480	\$ _____	\$ _____
TOTAL BID ==>>					\$ _____

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number: _____

Signature of bidder or bidders, with business name, address, phone number and fax number:

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

OAK MANOR JOINT TRENCH PROJECT

(Signature of Bidder)

Business Mailing Address:

Business Location:

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this _____ day of _____, 20____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date _____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor. (See General Conditions Section 1-09.) Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SIGNATURE(S) OF BIDDER

Accompanying this proposal is _____
(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors:

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: _____

Place of residence: _____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$_____

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on February 5, 2019 for OAK MANOR JOINT TRENCH PROJECT.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20_____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address: _____

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting with his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing OAK MANOR JOINT TRENCH PROJECT by contract, being duly sworn, deposes and says:

that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature(s) of Bidder

Business Address: _____

Place of Residence: _____

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 20 ____.

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

OAK MANOR JOINT TRENCH PROJECT

Specification No. 18-07

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Article 1. Work to be Done and Contract Days Allowed.

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within thirty (30) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.
- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - (1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - (3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
 - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.
 - (5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- (h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.
- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this _____ day of _____, 20____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this _____ day of _____, 20 ____.

CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____, by and between the City of Ukiah (Ukiah) and _____ (Contractor).

Contractor is

_____ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification.** Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____,
AS PRINCIPAL, and

_____,
AS SURETY,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City", in the penal sum of

_____ dollars (\$ _____)
for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____,
a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charges is \$_____.

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the foregoing bond; that
_____, who signed the said bond on behalf of the Principal, was then
_____ of said corporation; that I know his signature, and that his
signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said
corporation by authority of its governing body.

_____ Affix Corporate Seal

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL**, and

_____, **AS SURETY**,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City" in the penal sum of

_____ dollars (\$_____)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

(Business Address)

(City/State/Zip Code)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charges is \$_____.

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the _____
Secretary of the corporation named _____ as Principal in the foregoing bond; that
_____, who signed the said bond on behalf of the Principal, was then
_____ of said corporation; that I know his signature, and that his
signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said
corporation by authority of its governing body.

Affix Corporate Seal

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal.
If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____
_____, as **PRINCIPAL**
and _____
_____, as **SURETY**,

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____ (\$ _____),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City of Ukiah
dated _____
for _____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____,
_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20____.

_____(Seal)

BY: _____(Seal)

_____(Seal)

Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)

Surety

OAK MANOR JOINT TRENCH PROJECT												
City of Ukiah												
Bid Opening:2019-02-05							Wylatti Resource Management, Inc.			AS-BUILTS		
					PO Box 575 Covelo, CA 95428							
BASE BID												
Item #	Item Description	Quantity	UOM	Unit Price	Item Total		UOM	Unit Price	Item Total			
1	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (12”X36” STREET TRENCH)	120	LF	\$36.73	\$4,407.60	20	LF	\$36.73	\$ 734.60	\$ (3,673.00)		
2	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (18”X48” STREET TRENCH)	263	LF	\$73.47	\$19,322.61	42	LF	\$73.47	\$ 3,085.74	\$ (16,236.87)		
3	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24”X59” STREET TRENCH)	949	LF	\$122.44	\$116,195.56	1520	LF	\$122.44	\$ 186,108.80	\$ 69,913.24		
4	REMOVE AND REPLACE ASPHALT CONCRETE (12” TRENCH)	120	SF	\$14.25	\$1,710.00	20	SF	\$14.25	\$ 285.00	\$ (1,425.00)		
5	REMOVE AND REPLACE ASPHALT CONCRETE (18” TRENCH)	419.5	SF	\$14.25	\$5,977.88	318	SF	\$14.25	\$ 4,531.50	\$ (1,446.38)		
6	REMOVE AND REPLACE ASPHALT CONCRETE (24” TRENCH)	2088	SF	\$14.25	\$29,754.00	2489	SF	\$14.25	\$ 35,468.25	\$ 5,714.25		
7	2” PVC SCH 40 CONDUIT (COMCAST) INCLUDING INSTALLATION	4660	FT	\$4.36	\$20,317.60	4660	FT	\$4.36	\$ 20,317.60			
8	4" PVC SCH 40 CONDUIT (COMCAST) INCLUDING INSTALLATION	60	FT	\$21.14	\$1,268.40	60	FT	\$21.14	\$ 1,268.40			
9	2" PVC SCH 40 CONDUIT (AT&T) INCLUDING INSTALLATION	500	FT	\$6.08	\$3,040.00	500	FT	\$6.08	\$ 3,040.00			
10	4" PVC SCH 40 CONDUIT (AT&T) INCLUDING INSTALLATION	3260	FT	\$7.26	\$23,667.60	3260	FT	\$7.26	\$ 23,667.60			
11	3" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	1023	FT	\$5.38	\$5,503.74	1023	FT	\$5.38	\$ 5,503.74			
12	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	2283	FT	\$7.65	\$17,464.95	2283	FT	\$7.65	\$ 17,464.95			
13	6" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	1322	FT	\$9.05	\$11,964.10	1322	FT	\$9.05	\$ 11,964.10			
14	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	700	SF	\$36.00	\$25,200.00	700	SF	\$36.00	\$ 25,200.00			
15	EXCAVATE, BACKFILL, COMPACT AND INSTALL CABLE SERVICE VAULTS B48 (COMCAST)	5	EA	\$1,320.50	\$6,602.50	3	EA	\$1,320.50	\$ 3,961.50	\$ (2,641.00)		
16	EXCAVATE, BACKFILL, COMPACT AND INSTALL CABLE SERVICE VAULTS N36 (COMCAST)	3	EA	\$597.32	\$1,791.96	5	EA	\$597.32	\$ 2,986.60	\$ 1,194.64		
17	EXCAVATE, BACKFILL, COMPACT AND INSTALL CABLE SERVICE VAULTS N30 (COMCAST)	5	EA	\$617.24	\$3,086.20	4	EA	\$617.24	\$ 2,468.96	\$ (617.24)		
18	EXCAVATE, BACKFILL, COMPACT AND INSTALL CABLE SERVICE VAULTS 24X36X24 (AT&T)	4	EA	\$2,993.26	\$11,973.04	4	EA	\$2,993.26	\$ 11,973.04			
19	EXCAVATE, BACKFILL, COMPACT AND INSTALL CABLE SERVICE VAULTS 36X48X36 (AT&T)	7	EA	\$6,102.54	\$42,717.78	7	EA	\$6,102.54	\$ 42,717.78			
20	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PEDESTEL (CITY TO PROVIDE)	4	EA	\$1,442.67	\$5,770.68	4	EA	\$1,442.67	\$ 5,770.68			
21	EXCAVATE, BACKFILL, COMPACTION AND INSTALL TRANSFORMER BOX PAD (CITY TO PROVIDE)	2	EA	\$1,759.82	\$3,519.64	2	EA	\$1,759.82	\$ 3,519.64			
22	EXCAVATE, BACKFILL, COMPACTION AND INSTALL SECONDARY SERVICE BOX(CITY TO PROVIDE)	7	EA	\$668.74	\$4,681.18	7	EA	\$668.74	\$ 4,681.18			
23	LANDSCAPE REMOVAL AND REPLACEMENT-RESIDENTS PROPERTY AND SCHOOL PROPERTY (3 LOCATIONS)	3	LS	\$800.00	\$2,400.00	3	LS	\$800.00	\$ 2,400.00			
24	INSTALL STREETLIGHT BOXES	2	EA	\$340.53	\$681.06	1	EA	\$340.53	\$ 340.53	\$ (340.53)		
25	TRAFFIC CONTROL (30 DAYS, 2 PEOPLE)	480	HR	\$172.00	\$82,560.00	355	HR	\$172.00	\$ 61,060.00	\$ (21,500.00)		
26	CATV PEDESTAL	2	EA	\$2,745.24	\$5,490.48	1	EA	\$2,745.24	\$ 2,745.24	\$ (2,745.24)		
27	MOBILIZATION AND DEMOBILIZATION	1	LS	\$32,875.00	\$32,875.00	1	LS	\$32,875.00	\$ 32,875.00			
Bid									\$ 516,140.43	\$ 26,196.87		
\$538,937.92												
					Fort Bragg Electric			3/14/2019	Change Order 1	\$ 0	Start-	\$516,140.43
					Electrical installation of conduits, vaults, pedestals and boxes.			3/28/2019	Change Order 2	\$ 0	C/O 3	\$ 19,211.67
								4/26/2019	Change Order 3	\$ 19,211.67	C/O 4	\$10,499.31
								5/26/2019	Change Order 4	\$ \$10,499.31	Total	\$545,851.41

Please return to:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the project described as: Oak Manor Joint Trench Project
2. That the nature of the work: Installation of underground infrastructure for future undergrounding of overhead facilities, Specification No. 18-07.
3. That on the 23rd day of May, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is Wylatti Resource Management, Inc. PO Box 575 Covelo, Ca 95428.
5. That the property location of work performed herein referred to is situated in the County of Mendocino, State of California, and is described as follows: Oak Manor Dr. From Perkins St to the south end of Oak Manor School.

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

City Council Approval CITY OF UKIAH, a Municipal Corporation

Date By: _____
Kristine Lawler, City Clerk _____
Date

State of California

County of Mendocino



AGENDA SUMMARY REPORT

SUBJECT: Designation of Voting Delegates and Alternates for the League of California Cities Annual Conference – October 16 - 18, 2019.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - League Correspondence](#)

[Attachment 2 - Voting Procedures](#)

[Attachment 3 - Voting Delegate Form](#)

Summary: Council is to designate a voting delegate and alternate(s) for the 2019 League of California Cities Annual Conference and authorize the City Clerk to submit the Voting Delegate/Alternate Form on their behalf.

Background: The League of California Cities 2019 Annual Conference is scheduled for October 16-18, 2019, in Long Beach (Attachment 1). On Friday, October 18, at 12:30 p.m., the League will hold its Annual Business meeting where membership considers and takes action on resolutions that establish League policy. The League is requesting the City Council designate a voting delegate and, if desired, up to two voting delegate alternates to participate in this meeting (Attachment 2). Councilmember Mulheren is currently assigned to the League and plans to attend the conference.

RECOMMENDED ACTION: Designate Councilmember Mulheren as the Voting Delegate, and Sage Sangiacomo, City Manager and Shannon Riley, Deputy City Manager as the Alternate(s) to represent the City of Ukiah for the 2019 League Annual Conference; and authorize the City Clerk to submit the Voting Delegate/Alternate Form on their behalf.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10010000.57100; \$2,000

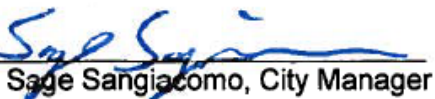
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Council Learning and Development

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

Discussion: Staff is recommending that Council designate Councilmember Mulheren as the Voting Delegate and Sage Sangiacomo, City Manager and Shannon Riley, Deputy City Manager as the Alternate(s) for the 2019 League Annual Conference; and authorize the City Clerk to submit the Voting Delegate/Alternate Form (Attachment 3) on their behalf.



Council Action Advised by August 30, 2019
--

June 10, 2019

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 16 - 18, Long Beach**

The League's 2019 Annual Conference is scheduled for October 16 – 18 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, October 4. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, October 16, 8:00 a.m. – 6:00 p.m.; Thursday, October 17, 7:00 a.m. – 4:00 p.m.; and Friday, October 18, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, October 4. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.


CITY: _____

**2019 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, October 4, 2019. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____

Date _____ Phone _____

(circle one)

(signature)

Please complete and return by Friday, October 4, 2019

League of California Cities
ATTN: Darla Yacub
 1400 K Street, 4th Floor
 Sacramento, CA 95814

FAX: (916) 658-8240
 E-mail: dyacub@cacities.org
 (916) 658-8254



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution to Extend the Declaration of a Local Emergency Related to the 2019 Winter Storm Event.

DEPARTMENT: Community Services

PREPARED BY: Tami Bartolomei

ATTACHMENTS:

[Attachment 1 - Local Emergency City of Ukiah](#)
[Attachment 2 - Local Emergency City of Ukiah](#)
[Attachment 3 - Local Emergency City of Ukiah](#)
[Attachment 4 - Local Emergency City of Ukiah](#)
[Attachment 5 - Local Emergency City of Ukiah](#)
[Attachment 6 - Local Emergency City of Ukiah](#)
[Attachment 7 - Local Emergency City of Ukiah](#)
[Attachment 8 - Local Emergency City of Ukiah-June 19-2019](#)

Summary: Council will consider adopting a resolution to extending the declaration of a local emergency related to the 2019 Winter Storm Events.

Background: On February 27, 2019, the City Manager/Emergency Director, under the authority in Ukiah City Code Section (5125 (Ordinance No. 995, §1), proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah (Attachment 1). Under Ukiah City Code Section 5127, the City Council must review the declaration of a local emergency at least every forty-five

RECOMMENDED ACTION: Adopt Resolution to extend the declaration of a local emergency related to the 2019 winter storm events.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

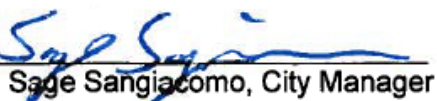
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

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

Approved: _____


Sage Sangiacomo, City Manager

(45) days until the need for continuing the local emergency has ended.

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

On March 20, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-09 (Attachment 3).

On April 3, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-12 (Attachment 4).

On April 17, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-16 (Attachment 5).

On May 1, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-20 (Attachment 6).

On May 15, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-22 (Attachment 7).

Discussion: State and Federal recovery agencies, California Office of Emergency Services, and FEMA visited the City of Ukiah on March 7, 2019, and completed a preliminary damage assessment summary. This assessment estimated the total cost of storm damage at \$1,588,000.

Included in these costs were equipment use and staff response costs to the disaster emergency, and damages to both the Wastewater Treatment Plant and Water Treatment Plant. Both the City's Waste Water Treatment Plant and Water Treatment Plant damages are being repaired.

Staff is recommending Council determine that the need for a declaration of a local emergency has not ended by adopting the proposed Resolution (Attachment 8) because of the potential risks that still exist.

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

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

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

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

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

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

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

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

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

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

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

Print Name Sage Squire
Address 300 Seminar, Ave.

RESOLUTION NO. 2019-08

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

WHEREAS:

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

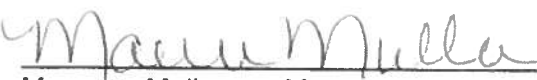
NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies the proclamation of a "local emergency" by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council. The City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

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

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

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

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

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

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

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

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

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

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

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

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

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

Dated: 2-27-19

By: Sgt. Squire
Director of Emergency Services

Print Name Sgt. S. Squire

Address 300 Seminary Ave.

RESOLUTION NO. 2019-09

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

WHEREAS:

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

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

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

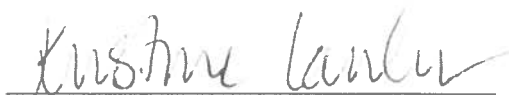
BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

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

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

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

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

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

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

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

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

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

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

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

Dated: 2-27-19

By: Sgt. Squire
Director of Emergency Services

Print Name Sgt. S. Squire

Address 300 Seminar Ave

RESOLUTION NO. 2019-12

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

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved continuing of the Local Emergency Resolution Proclamation.
4. Rainfall continues throughout the Ukiah Valley, soils are saturated, run-off continues, conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
5. The City Council will review this declaration at its April 17th regular meeting, occurring not more than 14 days from the date this resolution is adopted;

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

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

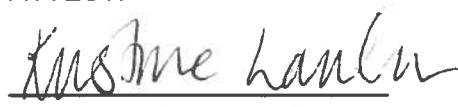
BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

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

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


Maureen Mulheren, Mayor

ATTEST:


Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

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

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

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

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

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

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

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

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

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

Dated: 2-27-19

By: Sage Singsome
Director of Emergency Services

Print Name Sage Singsome
Address 300 Seminary Ave

RESOLUTION NO. 2019-16

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH**WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. Rainfall continues throughout the Ukiah Valley, soils are saturated, run-off continues, conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
6. The City Council will review this declaration at its May 15th regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on May 15, 2019.

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

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

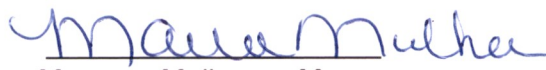
PASSED AND ADOPTED this 17th day of April 2019, by the following roll call vote:

AYES: Councilmembers Orozco, Brown, Scalmanini, Crane, and Mayor Mulheren

NOES: None

ABSENT: None

ABSTAIN: None


Maureen Mulheren, Mayor

ATTEST:



Kristine Lawler, City Clerk

RESOLUTION NO. 2019-20**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. Rainfall continues throughout the Ukiah Valley, soils are saturated, run-off continues, conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
7. The City Council will review this declaration at its May 15th regular meeting, occurring not more than 14 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on May 15, 2019.

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

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

PASSED AND ADOPTED this 1st day of May 2019, by the following roll call vote:

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


Maureen Mulheren, Mayor

ATTEST:


Kristine Lawler, City Clerk

RESOLUTION NO. 2019-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. Impacts from heavy rainfall continue as soils are saturated, run-off continues, conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
8. The City Council will review this declaration at its June 19th regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on June 19, 2019.

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

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

PASSED AND ADOPTED this 15th day of May 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

RESOLUTION NO. 2019-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
9. The City Council will review this declaration at its July 17th regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on July 17, 2019.

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

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

PASSED AND ADOPTED this 19th day of June 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Donation of Surplus Fire Apparatus.

DEPARTMENT: Finance

PREPARED BY: Mary Horger

ATTACHMENTS:

[ATTACHMENT 1 - Fire Truck Pictures](#)

Summary: Council will consider approving the donation of the surplus 1995 Dash Pumper to Hopland Fire.

Background: With the acquisition of the two (2) new Type I pumpers, the City has an older pumper that has now been put into surplus - a 1995 Pierce Dash Pumper. Please see Attachment 1 for pictures of the unit. 1995 Pierce Engines are usually listed for sale between \$25,000 to \$35,000, but not necessarily sold at these amounts.

Discussion: The Fire Authority offered to sell the unit to other county fire agencies, with no interest shown. Staff was then approached by Hopland Fire about possibly donating it to them, as they cannot afford a new pumper at this time. This would give them a newer engine, and would still serve the Ukiah Valley through mutual aid. Hopland has already paid approximately \$5,800 for a major repair to the unit.

As a condition of the donation, to be in compliance with California law regarding the donation of public property, Hopland Fire will need to enter a written agreement with the City that will require them to use the donated truck when providing mutual aid to the City, when it is an appropriate vehicle for that particular response.

RECOMMENDED ACTION: Approve the donation of the surplus 1995 Pierce Dash Pumper to Hopland Fire.

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: Douglas Hutchison, Fire Chief; David Rapport, City Attorney

Approved: _____


Sage Sangiacomo, City Manager

ATTACHMENT 1 – PICTURES OF FIRE TRUCK





AGENDA SUMMARY REPORT

SUBJECT: Conduct a Public Hearing and Adopt Resolution Establishing the State Street Underground District No. 4., State Street from Clay Street to Mill Street, Including its Boundaries and Proposed Schedule. (EUD)

DEPARTMENT: City Council

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1-State St. UG Dist. No. 4 Boundary Map-Clay to Mill](#)

[Attachments 2 & 3-State St. UG Dist. No. 4 Boundary Description and Timeline](#)

[Attachment 4 Resolution-State St. Underground District No. 4](#)

Summary: The City Council will conduct a Public Hearing and consider adopting a resolution establishing the State Street Underground District No. 4 from Clay Street to Mill Street, approve its boundaries and proposed schedule.

Background: Pursuant to City Code Sections 3800-3841, the City Council can establish an Underground District to require the utility companies to remove or underground overhead facilities including wires, poles and other associated equipment within a specified area and schedule. On September 4, 2013, the Ukiah City Council provided direction to the Electric Utility Department for developing and prioritizing six overhead to underground conversion project areas. Staff is recommending establishing Underground District No. 4 to coordinate with future projects, so as to avoid conflicts and additional trenching while improving public safety and benefit.

RECOMMENDED ACTION: Adopt Resolution establishing State Street Underground District No. 4, and approve boundaries and proposed timeline.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

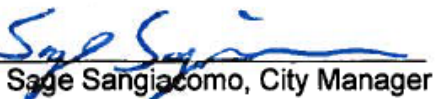
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney

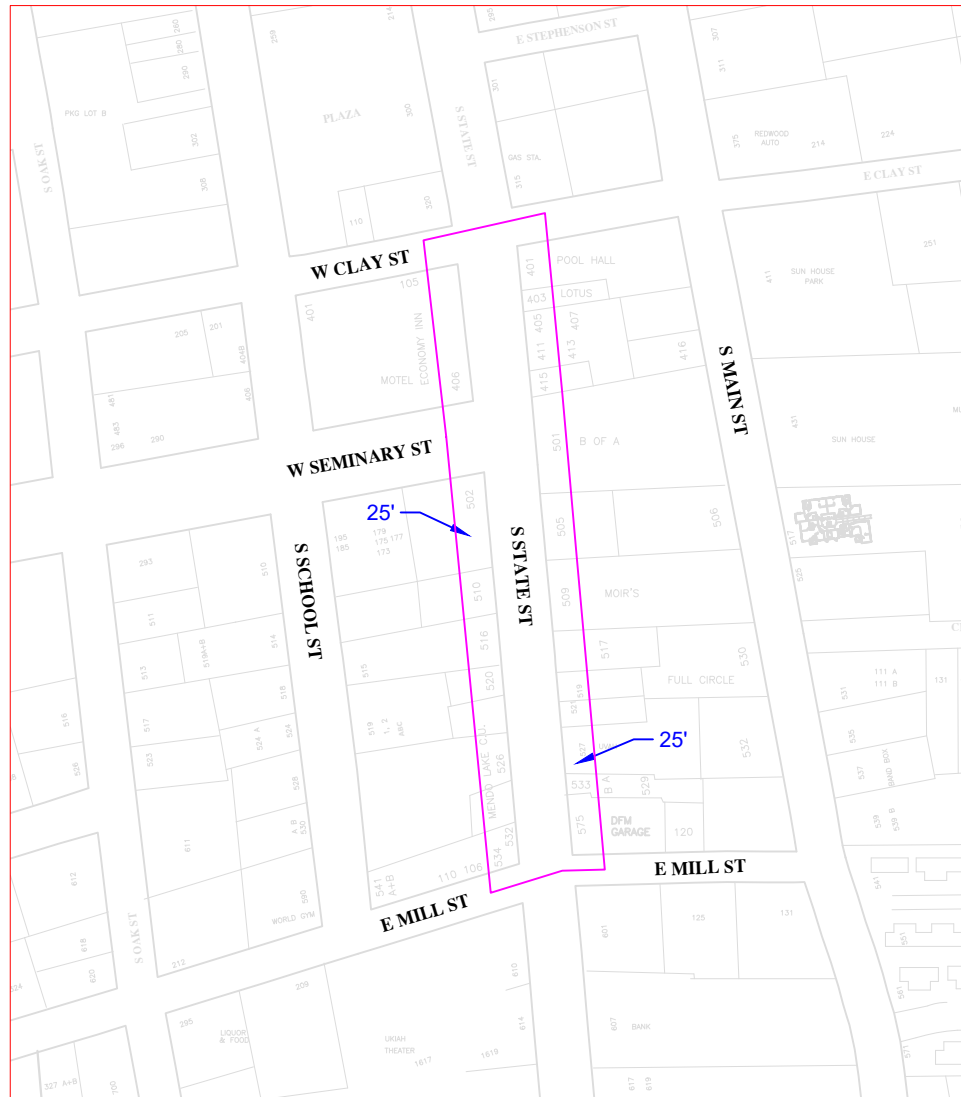
Approved: _____


Sage Sangiacomo, City Manager

Discussion: The proposed District map (Attachment 1) and description (Attachment 2) outline the boundary and, if established, will require overhead facilities including electric, cable TV and telephone facilities within the Underground District No. 4 to be removed or undergrounded. The project's boundary description reflects a 25' setback from right-of-way lines as described in Attachment 2. In addition, the existing street lights mounted on wood poles with interconnecting overhead wires will be replaced with LED luminaires mounted on steel street light poles with underground supply lines. Existing underground conduit will be used when possible to minimize trenching costs. Additional trenching will occur from the right-of-way to the service equipment on some parcels when necessary. All disturbed areas will be restored to the condition they were prior to the undergrounding.

On June 6, 2019, in accordance with UCC §3810, the City Clerk gave notice to affected property owners as shown on the last equalized assessment roll of the time, date, location and proposed boundaries of a new Underground District to be known as Underground District No. 4, which encompasses both sides of State Street from Clay Street to Mill Street.

Staff recommends that Council authorize that the district be formed, with all utilities jointly paying their allocated costs for undergrounding and for customer equipment adaption costs to receive underground service, approval of boundaries, timeline (Attachment 3) and the adoption of the corresponding Resolution (Attachment 4).



Drawing name: C:\Users\algorf\AppData\Local\Temp\AcPublish_17520\State Boundary Map - Clay to Mill 8.5x11.dwg Plotted on: May 15, 2019 - 8:48am



CITY OF UKIAH

ELECTRIC
UTILITY
DEPARTMENT

LOCATION STATE STREET - CLAY ST TO MILL ST

DESCRIPTION STATE STREET UNDERGROUND DISTRICT #4
PROPOSED BOUNDARY

DRAWN BY AMS CHECKED BY _____ APPROVED BY _____

W.O. NO. -

GRID NO. 13 & 14

SCALE NO SCALE

AS BUILT _____

DATE -

CITY OF UKIAH UNDERGROUND DISTRICT NO. 4

BOUNDARY DESCRIPTION

SOUTH STATE STREET – CLAY STREET TO MILL STREET

Starting at the point of intersection of the centerline of West Clay Street and 25' west of the Westerly right-of-way line of State Street; thence Southerly, parallel with the Westerly right-of-way line of State Street to the centerline of Mill Street; thence Easterly, along the centerline of Mill Street, to 25' east of the Easterly right-of-way line of State Street; thence Northerly, parallel with the Easterly right-of-way line of State Street, to the centerline of Clay Street, thence Westerly, to the point of beginning.

STATE STREET OVERHEAD TO UNDERGROUND CONVERSION PROPOSED TIMELINE

Spring/Summer 2019	Project Design and Easement Procurement
Fall 2019	City Council Award Bid
Fall 2019	Contractor to install underground infrastructure
Fall 2019	Ukiah Electric Utility Department install underground facilities.
Fall 2019/ Winter 2020	Ukiah Electric Utility Department to remove overhead facilities.
Winter 2020	AT&T and Comcast install underground facilities.
Winter 2020	AT&T to remove poles.

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING THE
BOUNDARIES AND OTHER PROVISIONS OF UNDERGROUND DISTRICT NO. 4-
ALONG STATE STREET FROM CLAY STREET TO MILL STREET**

WHEREAS,

1. On June 6, 2019, in accordance with UCC §3810, the City Clerk gave notice to affected property owners as shown on the last equalized assessment roll of the time, date, location and proposed boundaries of a new Underground District to be known as Underground District No. 4, which encompasses both sides of State Street from Clay Street to Mill Street, as more fully described in the attached **Exhibit 1**; and
2. Under UCC Sections 3811 and 3820, when the City Council establishes an underground district, it must fix the time within which the removal of poles, overhead wires and associated overhead structures and the underground installation of these facilities shall be completed and when affected property owners must be ready to receive underground service; and
3. On June 19, 2019, the City Council conducted a public hearing in accordance with UCC §3810, to consider establishing Underground District No. 4, its proposed boundaries and the schedule for completing the undergrounding of overhead facilities, including by utilities and property owners within the proposed District. The City Council also considered whether the public necessity, health, safety or welfare requires the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication or similar or associated service within the boundaries, as depicted and described in the attached **Exhibit 1**; and
4. At least ten (10) days prior to the scheduled hearing, notice of such hearing was given to all affected property owners as shown on the last equalized assessment roll and all affected utilities in the manner and for the time required by law; and
6. Such hearing has been duly and regularly held and all persons interested have been given an opportunity to be heard;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council finds that:
 - a. State Street has been designated as a primary gateway into the City, provides access from U.S. Highway 101 through important commercial areas to the historic downtown business district, and accordingly passes through a civic area of unique scenic interest to the general public.

- b. The undergrounding to be accomplished will avoid or eliminate an unusually heavy concentration of overhead distribution facilities.
- c. State Street is extensively used by the general public and carries a heavy volume of pedestrian and vehicular traffic.
- d. The public necessity, health, safety and welfare require the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying and improving electric, communication or similar or associated service within the boundaries of Underground District No. 4, as described in the attached **Exhibit 1**.

2. Based on the foregoing findings:

- a. The removal and undergrounding of electrical facilities as herein provided shall apply to all of Underground District No. 4, as described in **Exhibit 1**.
- b. All poles, overhead wires and associated overhead structures shall be removed and underground installation made in Underground District No. 4 within the following times and in the following manner:

(1) Underground installation by the utility companies, including the City of Ukiah Electric Department, AT&T and Comcast shall be completed by April 1, 2020;

(2) Said utilities shall share equally the costs associated with undergrounding their facilities within the public right of way, including, but not limited to, the costs of removing poles and overhead wires and related facilities, furnishing and installing conduits, conductors and associated equipment, and of trenching, compacting, backfilling, and paving over said facilities;

(3) With permission of the property owner, the City Electric Department and the other utilities furnishing service to the property, including AT&T and Comcast, at the expense of the utilities, will install up to 100 feet of underground service lines and related equipment from the public right-of-way along State Street to the service equipment on the property. If the property owner does not consent in a form and within the time satisfactory to the Director of the Electric Department or his or her designee, the property owner shall install those facilities at his or her expense in compliance with specifications and project timeline adopted by the Electric Department.

3. By no later than 10 days after the adoption of this Resolution, the City Clerk shall mail a copy of this resolution and a copy of Ukiah City Code Sections 3800-3855 to affected property owners as shown on the last equalized assessment role and to affected utilities.

PASSED AND ADOPTED on June 19, 2019, by the following roll call vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT "1"

CITY OF UKIAH UNDERGROUND DISTRICT NO. 4

BOUNDARY DESCRIPTION

SOUTH STATE STREET – CLAY STREET TO MILL STREET

Starting at the point of intersection of the centerline of West Clay Street and 25' west of the Westerly right-of-way line of State Street; thence Southerly, parallel with the Westerly right-of-way line of State Street to the centerline of Mill Street; thence Easterly along the centerline of Mill Street to 25' east of the Easterly right-of-way line of State Street; thence Northerly, parallel with the Easterly right-of-way line of State Street, to the centerline of Clay Street, thence Westerly, to the point of beginning.



AGENDA SUMMARY REPORT

SUBJECT: Conduct a Public Hearing and Adopt Resolution to Establish the Oak Manor Dr. Underground District No. 5., Including Its Boundaries and Proposed Schedule. (EUD)

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1-Oak Manor Boundary Map 1_Final](#)

[Attachments 2 & 3-Oak Manor Drive Boundary Description & Timeline](#)

[Attachment 4- Resolution-Oak Manor Dr. Underground District No. 5](#)

Summary: The City Council will conduct a Public Hearing and consider adopting a resolution establishing the Oak Manor Drive Underground District No. 5, approve its boundaries and proposed schedule.

Background: Pursuant to City Code Sections 3800-3841, the City Council can establish an Underground District to require the utility companies to remove or underground overhead facilities including wires, poles and other associated equipment within a specified area and time schedule. On February 20, 2019, the Ukiah City Council awarded a construction contract to install Oak Manor joint trench duct system. This duct system provides a pathway for cable TV, phone and electric utilities to provide underground services to area customers. No additional right-of-way street work will be necessary in conjunction with this underground district if established.

RECOMMENDED ACTION: Adopt Resolution establishing Oak Manor Drive Underground District No. 5, and approve boundaries and proposed timeline.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

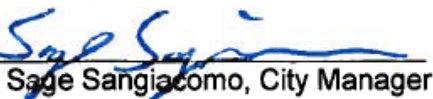
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney

Approved:

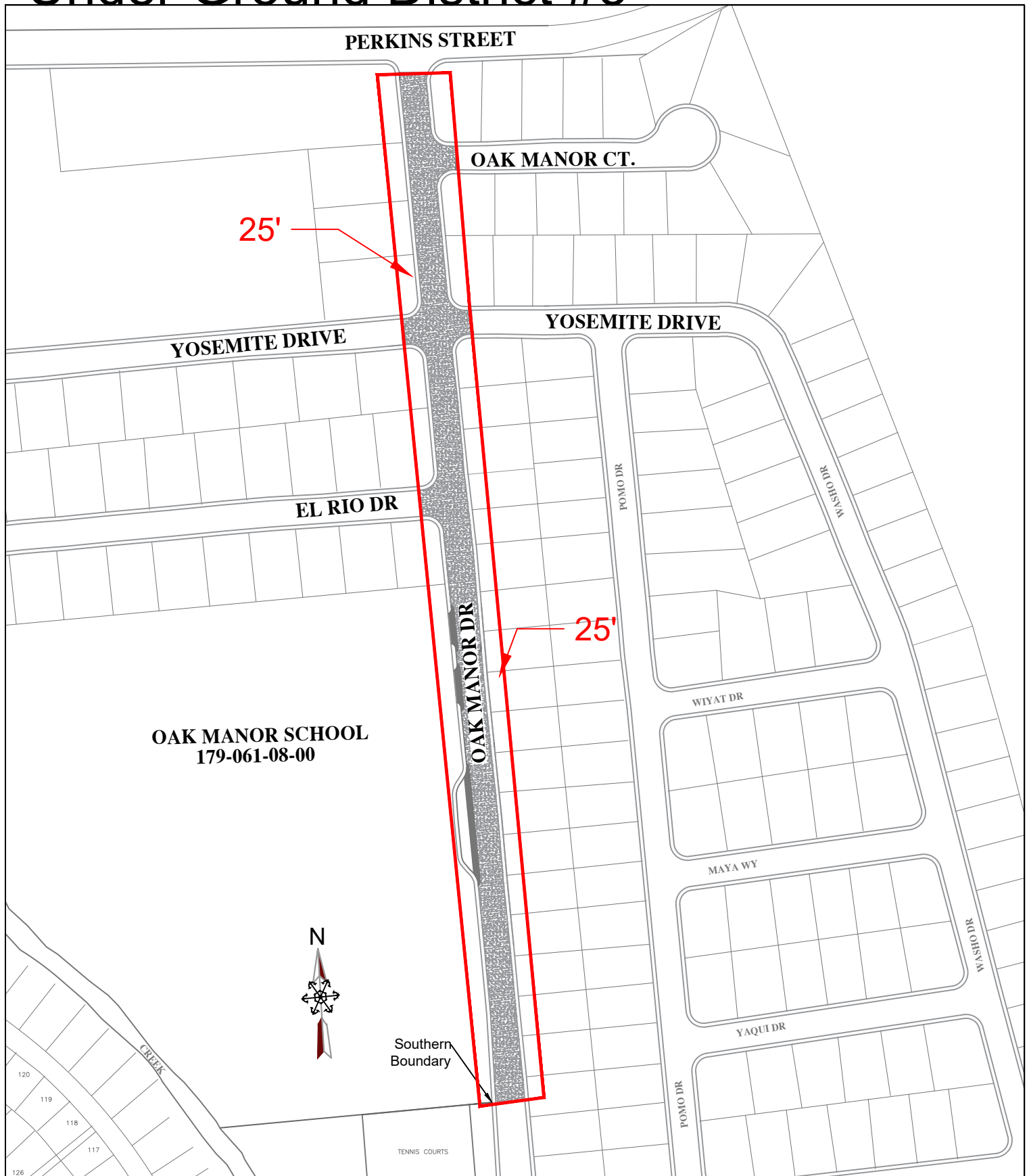

Sage Sangiacomo, City Manager

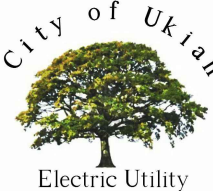
Discussion: The proposed District map (Attachment 1) and description (Attachment 2) outlines the boundary and if established, will require overhead facilities including electric, cable TV and telephone within the Underground District No. 5 to be removed or undergrounded. The project's boundary description reflects a 25' setback from right-of-way lines as described in Attachment 2. In addition, the existing street lights mounted on wood poles with interconnecting overhead wires will be replaced with LED luminaires mounted on steel street light poles with underground supply lines. Existing underground conduit will be used when possible to minimize trenching costs. Additional trenching will occur from the right-of-way to the service equipment on some parcels when necessary. All disturbed areas will be restored to the condition they were in prior to the undergrounding.

On June 6, 2019, in accordance with UCC §3810, the City Clerk gave notice to affected property owners as shown on the last equalized assessment roll of the time, date, location and proposed boundaries of a new Underground District to be known as Underground District No. 5, which encompasses both sides of Oak Manor Drive.

Staff recommends that Council authorize the district be formed, with all utilities jointly paying their allocated costs for undergrounding and for customer equipment adaption costs to receive underground service, approval of boundaries, timeline (Attachment 3) and the adoption of the corresponding Resolution (Attachment 4).

Under Ground District #5



Location:	Oak Manor Dr	Scale	1/16" = 1'-0"
Description:	Proposed Under Ground District #5 Oak Manor Dr.	Date	5/15/2019
Area:	All of Oak Manor Dr including 25' Back of Right Of Way Mark	Grid #	#11
		Drawn By	SBozzoli
		Signature	

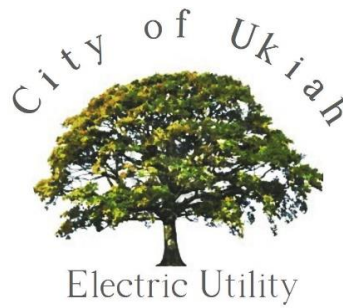


EXHIBIT "1"

CITY OF UKIAH UNDERGROUND DISTRICT #5

BOUNDARY DESCRIPTION

OAK MANOR DRIVE FROM PERKINS ST TO THE SOUTH END OF THE OAK MANOR SCHOOL PROPERTY

Starting at the point of intersection of the Southerly right-of-way of Perkins Street and 25' west of the Westerly right-of-way line of Oak Manor Drive; thence Southerly, parallel with the Westerly right-of-way line of Oak Manor Drive to the south property boundary of Oak Manor School Parcel # 179-061-08-00; thence Easterly, 25' east of the Easterly right-of-way line of Oak Manor Drive; thence Northerly, parallel with the Easterly right-of-way line of Oak Manor Drive to the Southerly right-of-way line of Perkins Street, thence Westerly, to the point of beginning.

Oak Manor Drive Overhead to Underground Conversion Proposed Timeline

- Summer 2018 Project Design and Easement Procurement.
- February 2019 Bid Opening
- February 2019 City Council Award Bid
- Spring 2019 Contractor to install underground infrastructure
- Summer 2020 Ukiah Electric Utility Department install underground facilities
- Fall/Winter 2020 Ukiah Electric Utility to remove overhead facilities
- Spring 2021 AT&T and Comcast install underground facilities
- Summer 2021 AT&T to remove poles.

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING THE
BOUNDARIES AND OTHER PROVISIONS OF UNDERGROUND DISTRICT NO. 5-
ALONG OAK MANOR DRIVE**

WHEREAS,

1. On June 6, 2019, in accordance with UCC §3810, the City Clerk gave notice to affected property owners as shown on the last equalized assessment roll of the time, date, location and proposed boundaries of a new Underground District to be known as Underground District No. 5, which encompasses both sides of Oak Manor Drive, as more fully described in the attached **Exhibit 1**; and
2. Under UCC Sections 3811 and 3820, when the City Council establishes an underground district, it must fix the time within which the removal of poles, overhead wires and associated overhead structures and the underground installation of these facilities shall be completed and when affected property owners must be ready to receive underground service; and
3. On June 19, 2019, the City Council conducted a public hearing in accordance with UCC §3810, to consider establishing Underground District No. 5, its proposed boundaries and the schedule for completing the undergrounding of overhead facilities, including by utilities and property owners within the proposed District. The City Council also considered whether the public necessity, health, safety or welfare requires the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication or similar or associated service within the boundaries, as depicted and described in the attached **Exhibit 1**; and
4. At least ten (10) days prior to the scheduled hearing, notice of such hearing was given to all affected property owners as shown on the last equalized assessment roll and all affected utilities in the manner and for the time required by law; and
6. Such hearing has been duly and regularly held and all persons interested have been given an opportunity to be heard;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council finds that:
 - a. Oak Manor Drive has been designated as a north/south primary access for residence, schools and business.
 - b. The undergrounding to be accomplished will avoid or eliminate heavy concentration of overhead distribution facilities.

- c. Oak Manor Drive is extensively used by the general public and carries a heavy volume of pedestrian and vehicular traffic.
- d. The public necessity, health, safety and welfare require the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication or similar or associated service within the boundaries of Underground District No. 5, as described in the attached **Exhibit 1**.

2. Based on the foregoing findings:

- a. The removal and undergrounding of electrical facilities as herein provided shall apply to all of Underground District No. 5, as described in **Exhibit 1**.
- b. All poles, overhead wires and associated overhead structures shall be removed and underground installation made in Underground District No. 5 within the following times and in the following manner:

(1) Underground installation by the utility companies, including the City of Ukiah Electric Department, AT&T and Comcast shall be completed by September 1, 2021;

(2) Said utilities shall share equally the costs associated with undergrounding their facilities within the public right of way, including, but not limited to, the costs of removing poles and overhead wires and related facilities, furnishing and installing conduits, conductors and associated equipment, and of trenching, compacting, backfilling, and paving over said facilities;

(3) With permission of the property owner, the City Electric Department and the other utilities furnishing service to the property, including AT&T and Comcast, at the expense of the utilities, will install up to 100 feet of underground service lines and related equipment from the public right-of-way along Oak Manor Drive to the service equipment on the property. If the property owner does not consent in a form and within the time satisfactory to the Director of the Electric Department or his or her designee, the property owner shall install those facilities at his or her expense in compliance with specifications and project timeline adopted by the Electric Department.

3. By no later than 10 days after the adoption of this Resolution, the City Clerk shall mail a copy of this resolution and a copy of Ukiah City Code Sections 3800-3855 to affected property owners as shown on the last equalized assessment role and to affected utilities.

PASSED AND ADOPTED on June 19, 2019, by the following roll call vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk



EXHIBIT "1"

CITY OF UKIAH UNDERGROUND DISTRICT #5

BOUNDARY DESCRIPTION

OAK MANOR DRIVE FROM PERKINS ST TO THE SOUTH END OF THE OAK MANOR SCHOOL PROPERTY

Starting at the point of intersection of the Southerly right-of-way of Perkins Street and 25' west of the Westerly right-of-way line of Oak Manor Drive; thence Southerly, parallel with the Westerly right-of-way line of Oak Manor Drive to the south property boundary of Oak Manor School Parcel # 179-061-08-00; thence Easterly, 25' east of the Easterly right-of-way line of Oak Manor Drive; thence Northerly, parallel with the Easterly right-of-way line of Oak Manor Drive to the Southerly right-of-way line of Perkins Street, thence Westerly, to the point of beginning.



AGENDA SUMMARY REPORT

SUBJECT: Possible Introduction by Title Only of Broadband Deployment Ordinance.

DEPARTMENT: Community Development

PREPARED BY: Darcy Vaughn

ATTACHMENTS:

[Attachment 1 Broadband Deployment Ordinance](#)

[Appendix A Municipal Agreement](#)

Summary: The City Council will discuss and consider introducing the Broadband Deployment Ordinance by title only.

Background: The purpose and intent of the proposed Broadband Deployment Ordinance, attached here as Attachment 1, is to establish standards and procedures for communications service providers to develop wireless communications facilities and other infrastructure deployments. The standards and procedures set forth in the Ordinance must comply with a Federal Communications Commission ("FCC") ruling intended to facilitate deployment of infrastructure necessary for 5G and other advanced wireless services. In order to do so, the FCC has limited local regulatory control over wireless facility deployment, set forth shot clocks (i.e., time limits for acting on applications) for wireless facility deployment, and limited fees charged to a reasonable approximation of objectively reasonable costs for processing applications and managing deployment in the public right of way.

The need for this Ordinance was prompted by the adoption of regulations ("Regulations"), effective January 14, 2019, implementing a Declaratory Ruling and Third Report and Order ("FCC 18-133") by the FCC regarding the

RECOMMENDED ACTION: Discuss and consider introducing the Broadband Deployment Ordinance by title only.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

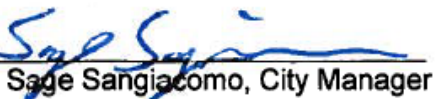
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

Approved: _____


Sage Sangiacomo, City Manager

deployment of small wireless facilities to support 5G cell service and interpreting the requirements imposed on local governments by the Telecommunications Act of 1996. The regulations published in 83 Federal Register at 51867 limit local regulatory control over wireless facility deployment, set forth shot clocks for wireless facility deployment, and limit fees charged to a reasonable approximation of objectively reasonable costs for processing applications and managing deployment in the public right of way. The Regulations also provide guidance on certain state and local non-fee requirements, including undergrounding requirements

On January 31, 2017, the FCC established a Broadband Deployment Advisory Committee ("BDAC") tasked with making recommendations to the FCC on ways to accelerate the deployment of broadband by reducing or removing regulatory barriers to development of infrastructure. The BDAC was asked to draft a model code for municipalities that could assist local governments in enacting ordinances authorizing wireless and wireline broadband deployment in the public rights of way. The Ordinance is derived from BDAC's model code for municipalities, with a number of modifications made that reflect the City's particular character and needs.

Discussion: The Community Development, Legal, and Electric departments have drafted and reviewed the Broadband Deployment Ordinance (Attachment 1) to ensure that it incorporates the requirements and guidance from the FCC Regulations and, to the extent that local regulatory control is possible, allows the City input in broadband deployment through a negotiation and application process.

In order to comply with the shot clocks imposed by the Regulations and to minimize the time and financial burden on the Department of Community Development, the Ordinance subjects most applications for broadband infrastructure deployment to a ministerial review process. Application fees and other fees associated with broadband infrastructure deployment will be established and revised from time to time by City Council resolution.

As a condition precedent to the granting of a Permit to install a Communications Facility in the Public Right of Way ("ROW") on facilities owned wholly or in part by the City, an Applicant must enter into a Municipal Agreement, a template for which is attached to the Ordinance as Appendix A to Attachment 1. This will allow other City Departments, such as the Electrical Utility, to review the planned broadband infrastructure deployment and to ensure that the deployment will not infringe on the rights of parties to a Ukiah Joint Use Agreement for pole usage.

The Ordinance sets a maximum height for broadband infrastructure at five (5) feet above the tallest existing Pole, Tower, or Support Structure not exceeding 50 feet in the Public ROW or ten (10) feet above the tallest existing Pole, Tower, or Support Structure not exceeding 50 feet on utility distribution poles. Any infrastructure exceeding that height is subject to a minor use permit. The Ordinance also states that new poles may be constructed in the Public ROW if their placement facilitates the extension of existing pole lines or does not result in the creation of parallel paths of poles.

All broadband infrastructure deployments must conform to the Aesthetic Guidelines for Wireless Telecommunication Facilities adopted by resolution by the City.

Applicants must comply with nondiscriminatory City undergrounding requirements, including requirements that apply in existing Underground Utility Districts or in Districts established after adoption of the Ordinance, unless the applicant or owner can establish that compliance with undergrounding requirements would create an undue burden on the deployment of a wireless system or prevent the deployment.

Staff asks that the City Council discuss and consider introducing the Broadband Deployment Ordinance by title only.

ORDINANCE NO. ____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING ARTICLE 10 TO ARTICLE 2 OF DIVISION 2 OF THE UKIAH CITY CODE, ENTITLED “BROADBAND DEPLOYMENT,” COMMENCING WITH SECTION 2400.

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

SECTION ONE.

Article 10 is hereby added to Article 2, Division 2 of the Ukiah City Code to read as follows:

ARTICLE 10. BROADBAND DEPLOYMENT

2400. Short Title and Definitions

Section 2400.1 Short Title.

This Article 10 is titled “Broadband Deployment”.

Section 2400.2 Definitions.

- a. **“Administrative Review”** means ministerial review of an Application by the City relating to the review and issuance of a Permit, including review by the City’s Director of Community Development (“Director”) to determine whether the issuance of a Permit is in conformity with the applicable provisions of this Article. This process does not involve the exercise of discretion. Either the issuance of a Permit is in conformity with the applicable provisions of this Article or it is not. This process is not subject to a public hearing.
- b. **“Antenna”** means communications equipment that transmits and/or receives over-the-air electromagnetic signals used in the provision of Wireless Services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.
- c. **“Applicable Codes”** means currently adopted California building, fire, safety, electrical, plumbing, or mechanical codes adopted under Section 3000 of this Code.
- d. **“Applicant”** means a Person who submits an Application.
- e. **“Application”** means a written request submitted by an Applicant in a form adopted by the Community Development Department to the City for a Permit (i) to locate or Collocate, or to modify, a Communications Facility underground or on any existing Support Structure, Pole, or Tower, or (ii) to construct, modify or Replace a new Support Structure, Pole or Tower or any other structure on which a Communications Facility will be Collocated.
- f. **“City”** means the City of Ukiah.

- g. **“City Pole”** means a Pole owned, managed or operated by or on behalf of the City.
- h. **“Collocate”** means to install, mount, maintain, modify, operate and/or replace a Communications Facility on an existing Support Structure, Pole, or Tower or any other structure capable of supporting such Communications Facility. “Collocation” has a corresponding meaning.
- i. **“Communications Facility”** means, collectively, the equipment at a fixed location or locations that enables communication between user equipment and a communications network, including: (i) radio transceivers, Antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole, Tower or Support Structure to which the equipment is attached.
- j. **“Communications Service Provider”** means a cable operator, as defined in 47 USC § 522(5), a provider of information service, as defined in 47 USC § 153(24), a provider of telecommunications service, as defined in 47 USC § 153(53), a provider of fixed wireless, or a provider of personal wireless services as defined in 47 U.S.C. § 332(c)(7)(C)(i).
- k. **“Decorative Pole”** means a City Pole that is specially designed and placed for aesthetic purposes.
- l. **“Department”** means the City Department of Community Development.
- m. **“Deployable”** means a portable, self-contained Wireless Facility that can be moved to a specified location or area and provide Wireless Services on a temporary or emergency basis such as a “cell on wheels” or “COW,” “cell on light truck” or “COLT,” tethered balloon, tethered drone or other unmanned device.
- n. **“Discretionary Review”** means review of an Application by the City relating to the review and issuance of a Permit, that is other than an Administrative Review. Discretionary Review involves discretion on the part of the City (subject to any applicable limits on such discretion) in determining whether to issue a Permit and may be subject to one or more public hearings or meetings.
- o. **“Eligible Facilities Request”** means an eligible facilities request as set forth in 47 C.F.R. Section 1.40001(b)(3), as may be amended from time to time.
- p. **“FCC”** means the Federal Communications Commission of the United States.
- q. **“Fee”** means a one-time, nonrecurring charge, whether a fixed amount or cost-based amount based on time and expense.
- r. **“Historic Property”** means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register maintained by the United States Secretary of the Interior (in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified at 47 C.F.R. Part 1, Appendix C) or established pursuant to state historic preservation law.

- s. **“Law”** means any and all Federal, State, or local law, statute, common law, code, rule, regulation, order, or ordinance.
- t. **“Ordinary Maintenance, Repair and Replacement”** means (i) with respect to a Communications Facility and/or the associated Support Structure, Pole or Tower, inspections, testing, repair and modifications that maintain functional capacity, aesthetic and structural integrity, and (ii) with respect to a Communications Facility only, the replacement or upgrade of Antennas and/or other components of the Communications Facility (specifically, such as a swap out or addition of 5G Antennas and radio equipment as required by the Applicant), with Antennas and/or other components substantially similar, in color, aggregate size and other aesthetics to that previously permitted by the City (and/or consistent with the same height and volume limits for Wireless facilities under this Article), so long as the Support Structure, Pole, or Tower will structurally support, or prior to installation will be modified to support, the structural load. Modifications are limited by the structural load analysis supplied by the Applicant to the City, and by the volume limits in Subsection 2400.2(aa). Modifications beyond the foregoing must be requested in writing by the Applicant and are subject to discretionary approval by the City.
- u. **“Permit”** means a written authorization (in electronic or hard copy format) required by the City to initiate, continue, or complete installation of a Communications Facility, or an associated Support Structure, Pole, or Tower.
- v. **“Person”** means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.
- w. **“Pole”** means a pole, such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal or other material, located or to be located within the Public Right of Way or Utility Easement. The term does not include the vertical support structure for traffic lights, a horizontal structure to which signal lights or other traffic control devices are attached, or the arm of a streetlight unless the City grants a waiver for such pole. The term does not include electric transmission (but does include electric distribution) poles or structures. A Pole does not include a Tower or Support Structure.
- x. **“Provider”** means a Communications Service Provider or a Wireless Provider.
- y. **“Public Right of Way” or “Public ROW”** means the area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, alley or similar purpose, but not including a federal interstate highway or other area not within the legal jurisdiction, or within the legal ownership or control of the municipality.
- z. **“Rate”** means a recurring charge.
- aa. **“Replace” or “Replacement”** means, in connection with an existing Pole, Support Structure or Tower, to replace (or the replacement of) same with a new structure, similar in design, size and scale to the existing structure and in conformance with current adopted requirements of the City, in order to address limitations of, or change

requirements applicable to, the existing structure to structurally support Collocation of a Communications Facility. In connection with replacement of a Pole or Tower to support Collocation of a Wireless Facility, similarity in size and scale shall be evaluated consistent with 47 C.F.R. 1.40001 Subpart b(7).¹

- bb. **“Small Wireless Facility” or “Small Cell”** means a Wireless Facility that meets both of the following qualifications: (i) each Wireless Provider’s Antenna (including, without limitation, any strand-mounted Antenna) could fit within an enclosure of no more than 3 cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume, with a maximum of 7 cubic feet being pole mounted. The following types of associated, ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for connection of power and other services.
- cc. **“State”** means the State of California.
- dd. **“Support Structure”** means a building, a billboard, a water tank or any other structure to which a Communications Facility is or may be attached. Support Structure does not include a Pole or a Tower.
- ee. **“Tower”** means any structure built for the sole or primary purpose of supporting a Wireless Facility, such as a self-supporting Tower, a monopole, a lattice Tower or a guyed Tower. Tower also includes a structure designed to conceal from the general public the Wireless Facility. A Tower does not include a Pole or a Support Structure.

¹ **(7)** Substantial change. A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

- (i) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;
- (A) Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.
- (ii) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
- (iii) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
- (iv) It entails any excavation or deployment outside the current site;
- (v) It would defeat the concealment elements of the eligible support structure; or
- (vi) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in § 1.40001(b)(7)(i) through (iv).

- ff. **“Utility Easement”** means the area on, below, or above privately- owned property that has been designated for use as or is used for a specific utility purpose (such as for electric, cable or other utility purpose), and is evidenced by a recorded instrument in the public land records pursuant to a recorded plat, easement or right of way or is otherwise a legally enforceable easement, and does not include any portion of a Public Right of Way.
- gg. **“Wireless Facility”** means a Communications Facility installed and/or operated by a Wireless Provider. The term does not include: (i) the Support Structure, Tower or Pole on, under, or within which the equipment is located or Collocated; or (ii) coaxial, fiber-optic or other cabling that is between Communications Facilities or Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna. A Small Wireless Facility is one example of a Wireless Facility.
- hh. **“Wireless Infrastructure Provider”** means any Person, including a Person authorized to provide telecommunications service in the State, that builds or installs and/or operates Wireless Facilities or Poles, Towers or Support Structures on which Wireless Facilities are or are intended to be used for Collocation, but that is not a Wireless Services Provider.
- ii. **“Wireless Provider”** means a Wireless Infrastructure Provider or a Wireless Services Provider.
- jj. **“Wireless Services”** means any wireless services including, without limitation, personal wireless services as that term is defined in 47 USC § 332(c)(7)(C)(i), fixed wireless and other wireless services.
- kk. **“Wireless Services Provider”** means a Person who provides Wireless Services.

Section 2401 Governance of Deployment in the Public ROW

Section 2401.1 General Provisions of Agreement for Access to Public ROW

- a. Municipal Agreement for City owned facilities. Prior to receiving a Permit to install a communications Facility in the Public ROW on facilities owned wholly or in part by the City, each Applicant shall be required to enter into a Municipal Agreement substantially in the form of Appendix A. At the option of the City, the provisions of the Agreement shall prevail over any provision in this Article which conflicts or is inconsistent with the provisions of the Agreement. The Applicant shall submit an executed Agreement with their Application. For facilities in the Public ROW that are not owned wholly or in part by the City, the Applicant shall consult with the owner of the facility and obtain the consent of the owner prior to installation.
- b. Fees
 - 1. **Application Fees** shall be established by resolution of the City Council from time to time and shall be based on a measurable estimate of the actual costs of services rendered by the Department from the time of the initial application intake submission until the application is approved.

2. **Make-Ready Fee** shall be determined on a site-specific, engineering basis, for work reasonably necessary to make a particular City Pole suitable for attachment of the applicable Communications Facility.
3. **Annual ROW or Occupancy Rate** shall be established and revised from time to time by City Council resolution.
4. **Annual Pole Attachment Fee**, for attachment to a City Pole shall be established and revised from time to time by City Council resolution.
5. Generally applicable, non-discriminatory Fees, such as for Electrical permits, Building permits, or Encroachment permits.
6. An Applicant shall not be subject to any municipal Fees or Rates or payment of other compensation, other than those expressly cited above or as may be otherwise negotiated between an Applicant and the City or required pursuant to the City Code.
7. The Applicant, or person who owns or operates the Communications Facility installed in the Public ROW (including, without limitation, on a City Pole) may remove its facilities at any time from the Public ROW, upon not less than thirty (30) days prior written notice to the City and may cease paying to the City any applicable Fees for such use, as of the date of actual removal of the facilities; provided the removal leaves the structure and grounds, if any, occupied by the Communications Facility in the condition they were in prior to its installation.

Section 2401.2 Permitted Communications Facility Uses/Administrative Review; Application

- a. Permitted Use. The following uses within the Public ROW shall be a permitted use, subject to Administrative Review and issuance of a Permit as set forth in this Section 2401.2. All such uses shall be in accordance with all other applicable provisions of this Article, including without limitation, those set forth in Section 2401.5 below:
 1. Collocation of Small Cells or a Collocation that qualifies as an Eligible Facilities Request;
 2. Modification of a Pole, Tower or Support Structure or Replacement of a Pole, for Collocation of a Communications Facility that qualifies as an Eligible Facilities Request or involves a Small Wireless Facility that does not exceed the maximum limitations set forth in Subsection 2401.3.c.1(A)(i) below. All other such modifications or Replacements require a minor use permit under Section 9262.
 3. Construction of a new Pole or a monopole Tower (but no other type of Tower) to be used for Collocation of Small Cells that does not exceed the maximum height and location requirements set forth in Subsection 2402.3.c.1(A)(i) below; and

4. Construction of a Communications Facility, other than those set forth in subparagraphs (1), (2) or (3) in this Subsection 2401.2.a, involving the installation of coaxial, fiber-optic or other cabling, that is installed underground in accordance with City standards for buried utility cabling or above ground between two or more Poles or a Pole and a Tower and/or Support Structure, and related equipment and appurtenances.
- b. Permit Required. No Person shall place any facility described in Subsection 2401.2.a above in the Public ROW without first filing an Application for same and obtaining a Permit therefor, except as otherwise expressly provided in this Article.
- c. Proprietary or Confidential Information in Application. The City shall make accepted Applications publicly available. Notwithstanding the foregoing, Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each portion of such materials accordingly, and the City shall treat the information as proprietary and confidential, subject to applicable provisions in the California Public Records Act. (Gov’t Code §6250 et seq.)
- d. Administrative Review Application Requirements. The Application shall be made by the applicable Provider or its duly authorized representative and shall contain the following:
 1. The Applicant’s name, address, telephone number, and e-mail address, including emergency contact information for the Applicant.
 2. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application.
 3. A general description of the proposed work and the purposes and intent of the proposed facility. The scope and detail of such description shall be appropriate to the nature and character of the physical work to be performed, with special emphasis on those matters likely to be affected or impacted by the physical work proposed.
 4. Detailed construction drawings regarding the proposed facility in addition to any plans required by Applicable Codes.
 5. To the extent the proposed facility involves Collocation on a Pole, Tower or Support Structure, a structural report performed by a duly licensed engineer evidencing that the Pole, Tower or Support Structure will structurally support the Collocation (or that the Pole, Tower or Support Structure will be modified to meet structural requirements) in accordance with Applicable Codes.
 6. For any new aboveground facilities, visual depictions or representations if not included in the construction drawings.
 7. An executed Municipal Agreement as set forth in Section 2401.1.a of this Code,

if applicable.

- e. Ordinary Maintenance, Repair and Replacement. An Application shall not be required for Ordinary Maintenance, Repair and Replacement, other than to the extent required for Permits described in Subsection 2401.5.b.3 below.
- f. Information Updates. Any material change to information contained in an Application shall be submitted in writing to the City within thirty (30) days after the information has changed.
- g. Application Fees. Unless otherwise provided by applicable Laws, all Applications pursuant to this Article shall be accompanied by the Fees required under Subsection 2401.1.a above.

Section 2401.3 Action on Administrative Review Applications

- a. Review of Applications.
 - 1. The Department shall review the Application in light of its conformity with applicable provisions of this Article and shall issue a Permit on nondiscriminatory terms and conditions, subject to the following requirements.
 - (A) Within ten (10) days of receiving an Application, the Department must determine and notify the Applicant whether the Application is complete; or if an Application is incomplete, the Department must specifically identify the missing information, and may toll the approval interval in Subsection 2401.3.a.1(B) below. The Applicant may resubmit the completed Application within twenty (20) days without additional charge, and the subsequent review will be limited to the specifically identified missing information subsequently completed, except to the extent material changes to the proposed facility have been made by the Applicant (other than those requested or required by the Department) in which case a new Application and Application Fee for same must be submitted.
 - (B) The Department must make its final decision to approve or deny the Application within sixty (60) days for a Collocation, and ninety (90) days for any new structure, after the Application is complete (or deemed complete). The Department must advise the Applicant in writing of its final decision, and in the final decision document the basis for a denial, including specific code provisions and/or regulations on which the denial was based. A decision to deny an application shall be in writing and supported by substantial evidence contained in a written record, publicly available, and sent to the applicant. The written decision, supported by such substantial evidence, shall constitute final action by City. The review period or “shot clock” shall continue to run until the written decision, supported by substantial evidence, is made publicly available and sent to the Applicant. The Applicant may cure the deficiencies identified by the

City and resubmit the Application within 30 days of the denial without paying an additional Application Fee unless denial was issued due to non-compliance with Design Guidelines or other requirements under this Section 2401, in which case a new Application Fee must be paid.

(C) The City shall approve or deny the revised Application within thirty (30) days of receipt of the revised Application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial and any material changes to the Application made to cure any identified deficiencies.

2. If the City fails to act on an Application within the review period referenced in Subsection 2401.3.a.1(B), the Applicant may provide the City written notice that the time period for acting has lapsed, and the City then has twenty (20) days after receipt of such notice within which to render its written decision, failing which the Application is then deemed approved by passage of time and operation of law and a Permit shall be deemed issued for such Application. Applicant shall provide written notice to the City at least seven (7) days prior to beginning construction or Collocation pursuant to the de facto Permit issued under this Subsection, and such notice shall not be construed as an additional opportunity for objection by the City or other entity to the deployment.

3. An Applicant seeking to construct, modify or replace a network of Communications Facilities may, at the Applicant's discretion and subject to the City's batch Application requirements and process under Section 2401.7 below, file a consolidated Application and receive a single Permit for multiple Communications Facilities, or multiple Permits. The City's denial of any site or sites within a consolidated Application shall not delay or affect other sites submitted in the same Application. The City shall grant a Permit(s) for any and all sites in a consolidated Application that it does not otherwise deny, subject to the requirements of this Section.

b. Review of Eligible Facilities Requests. Notwithstanding any other provision of this Article, the City shall approve within sixty (60) days and may not deny Applications for Eligible Facilities Requests according to the procedures established under 47 C.F.R. 1.40001(c).²

² Review of applications. A State or local government may not deny and shall approve any eligible facilities request for modification of an eligible support structure that does not substantially change the physical dimensions of such structure.

(1) Documentation requirement for review. When an applicant asserts in writing that a request for modification is covered by this section, a State or local government may require the applicant to provide documentation or information only to the extent reasonably related to determining whether the request meets the requirements of this section. A State or local government may not require an applicant to submit any other documentation, including but not limited to documentation intended to illustrate the need for such wireless facilities or to justify the business decision to modify such wireless facilities.

(2) Timeframe for review. Within 60 days of the date on which an applicant submits a request seeking approval under this section, the State or local government shall approve the application unless it determines that the application is not covered by this section.

(3) Tolling of the timeframe for review. The 60-day period begins to run when the application is filed, and may be tolled only by mutual agreement or in cases where the reviewing State or local government determines that the application is incomplete. The

c. Small Wireless Facilities; Maximum Height; Other Requirements.

1. Maximum Size of Permitted Use. Small Wireless Facilities, and new, modified or Replacement Poles, Towers and Support Structures (subject to the further limitation for Replacement of Support Structures described in Subsection 2400.2.aa above to be used for Collocation of Small Wireless Facilities may be placed in the Public Right of Way as a permitted use in accordance with this Subsection 2401.2, subject to the following requirements:
 - (A) New Poles, but not new Towers, may be installed in the Public ROW as long as their installation facilitates the extension of existing pole lines or does not result in the creation of parallel paths of poles or exceed the greater of:
 - i. Five (5) feet above the tallest existing Pole, Tower, or Support Structure not exceeding 50 feet in the Public ROW, in place as of the effective date of this Article, and located within 500 feet of the new proposed Pole, Tower, or Support Structure; or ten (10') feet on utility distribution poles where required by the electrical utility separation requirements; or
 - ii. Fifty (50) feet above ground level.
 - (B) Each modified or Replacement Pole, Tower, or Support Structure installed in the Public ROW shall not exceed the greater of:
 - i. five (5) feet above the height of the Pole, Tower or Support Structure being modified or replaced in place as of the effective date of this Article; or ten (10) feet on utility distribution poles where required by the electrical

timeframe for review is not tolled by a moratorium on the review of applications.

(i) To toll the timeframe for incompleteness, the reviewing State or local government must provide written notice to the applicant within 30 days of receipt of the application, clearly and specifically delineating all missing documents or information. Such delineated information is limited to documents or information meeting the standard under paragraph (c)(1) of this section.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the State or local government's notice of incompleteness.

(iii) Following a supplemental submission, the State or local government will have 10 days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this paragraph (c)(3). Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

(4) Failure to act. In the event the reviewing State or local government fails to approve or deny a request seeking approval under this section within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the applicable reviewing authority in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

(5) Remedies. Applicants and reviewing authorities may bring claims related to Section 6409(a) to any court of competent jurisdiction.

utility separation requirements; or

ii. the height limit under Subsection 2401.3.c.1(A).

(C) Division 3, Chapter 9 of this Code shall apply to all new Poles and modified or Replacement Pole, Tower, or Support Structures.

- d. Discretionary Review Requirements. Unless an Applicant seeks to install a Communications Facility that conforms to the specific uses and size and height limitations set forth in Subsection 2401.2.a above (or involves Ordinary Maintenance, Repair and Replacement), the Application shall require a minor use permit under Section 9262.
- e. Undergrounding Provisions. The City shall administer undergrounding provisions in a non-discriminatory manner.
1. Underground Districts. The provisions in Division 4, Chapter 3, governing the creation of Underground Utility Districts in the City shall apply with full force and effect to Wireless Facilities, Wireless Service Providers and Wireless Providers, provided compliance by the Wireless Facilities or Wireless Service Providers does not discriminate against or unduly inhibit or prevent them from providing wireless services. An Applicant shall comply with nondiscriminatory City undergrounding requirements, including requirements that apply in existing Underground Utility Districts or in Districts established after the effective date of this Article.
 2. Outside Underground Districts. Outside established Underground Districts now established or established in the future the City may require relocation without expense to City of any poles, wires, conduits and appurtenances theretofore installed, in accordance with Section 2401.3.g. In areas where existing aerial utilities are being moved underground, Wireless Providers shall be required at their own expense to move their Wireless Facilities to another Pole, if the undergrounding requires the removal of the Pole used by those Wireless Facilities. The City shall make available for the use of said Wireless Facilities any City-owned Pole or street light pole in a suitable location which can accommodate said Wireless Facilities. No additional fees shall be imposed in connection with said relocation, but applicable Make-Ready, Annual ROW and Occupancy, and Attachments Fees pursuant to Section 2401.1.b.2-4, shall continue to apply. To the degree such vertical structures are not available, the Applicant must apply for a minor use permit pursuant to Section 9262 to install new poles.
- f. Effect of Permit.
1. Authority Granted; No Property Right or Other Interest Created. A Permit from the City authorizes an Applicant to undertake only certain activities in accordance with this Article, and does not create a property right or grant authority to the Applicant to impinge upon the rights of others who may already have an interest in the Public ROW.

2. Duration. Any Permit for construction issued under this Section 2401 shall be valid for a period of six (6) months after issuance during which the construction must be completed, provided that the six month period shall be extended for up to an additional 6 months upon written request of the Applicant (made prior to the end of the initial 6 month period) if the failure to complete construction is delayed as a result of circumstances beyond the reasonable control of the Applicant.
- g. Removal, Relocation or Modification of a Communications Facility in the ROW.
1. Notice. Within ninety (90) days following written notice from the City, a Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Communications Facility within the Public ROW whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the Public ROW. The City shall apply the same standards to all utilities in the Public ROW.
 2. Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut power to or move any Communications Facility located within the Public ROW of the City, as the City may determine to be necessary, appropriate or useful in response to any public welfare emergency, or safety emergency. If circumstances permit, the City shall notify the Provider and provide the Provider an opportunity to move its own facilities prior to cutting power to or removing the Communications Facility and in all cases shall notify the Provider after cutting power to or removing the Communications Facility as promptly as reasonably possible. The Provider shall pay the City its costs necessarily incurred to move the Communications Facility within thirty (30) days of receiving a written statement from the City detailing the costs.
 3. Abandonment of Facilities. A Provider is required to notify the City of abandonment of any Communications Facility at the time the decision to abandon is made, however, in no case shall such notification be made later than 30 days prior to abandonment. Following receipt of such notice, the City shall direct the Provider to remove all or any portion of the Communications Facility if the City determines that such removal will be in the best interest of public safety and public welfare. If the Provider fails to remove the abandoned facility within sixty (60) days after such notice, the City may undertake to do so and recover the actual expenses of doing so from the Provider, its successors and/or assigns.
 4. Structural reconditioning, repair and replacement. From time to time, the City may paint, recondition, or otherwise improve or repair the City Poles in a substantial way ("Reconditioning Work"). The Provider shall reasonably cooperate with the City to carry out Reconditioning Work activities in a manner that minimizes interference with the Provider's approved use of the facility.

- (A) Prior to commencing Reconditioning Work, the City will use reasonable efforts to provide the Provider with at least sixty (60) days prior written notice. Upon receiving that notice, it shall be the Provider's sole responsibility to provide adequate measures to cover, remove, or otherwise protect the Provider's Communications Facility from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. The City reserves the right to require the Provider to remove all of the Provider's Communications Facility from the City Pole and surrounding premises during Reconditioning Work, provided the requirement to remove same is contained in the written notice required by this Subsection. All costs associated with the protection measures, including temporary removal, shall be the sole responsibility of the Provider. If the City fails in good faith to give notice of less than sixty (60) days' notice, it will not affect the City's rights under this Subsection. In all cases, as much notice as possible should be provided, but in no case less than thirty (30) days' notice shall be provided. The City will provide the Provider with a date by which its equipment must be protected or removed.
- (B) The Provider may request a modification of the City procedures for carrying out Reconditioning Work in order to reduce the interference with Provider's operation of its Communications Facility. If the City agrees to the modification, the Provider shall be responsible for all reasonable incremental cost related to the modification.
- (C) If the City Poles need to be replaced ("Replacement Work"), the City shall give Provider at least sixty (60) days written notice to remove its Communications Facilities. The City shall also promptly notify Provider when the City Poles have been replaced and Provider may re-install its equipment. During the Replacement Work, the Provider may maintain a temporary Communications Facility on the property, or after approval by City, on any land owned or controlled by City, in the vicinity of the property. If the property will not accommodate the Provider's temporary Communications Facility or if the parties cannot agree on a temporary location, the Provider, at its sole option, shall have the right to suspend the applicable permit, until the replacement Pole is installed, upon thirty (30) days written notice to the City.
- (D) If the City Poles need to be repaired due to storm or other damage ("Repair Work"), the City shall notify the Provider to remove its Communications Facilities as soon as possible. In the event of an emergency, the City shall contact the Provider by telephone at its emergency contact of record upon or prior to removing the Provider's equipment. Once the City Poles have been replaced or repaired, the City will promptly notify the Provider that it can reinstall its equipment. During City Repair Work, with the approval of the City which shall not be unreasonably withheld or delayed, the Provider may maintain a temporary Communications Facility on the property, or after approval by Provider, on any land owned or controlled by the City in the vicinity of the property that the City determines is suitable for that use. All cost

associated with any removal or protection of Communications Facilities shall be the sole responsibility of the Provider without prejudice to the Provider's right to seek indemnity or contribution from third parties other than the City.

h. Attachment to City Poles in the Public ROW.

1. Make-Ready. For any attachment to City Poles in the Public ROW, except as otherwise provided in the agreement required by Section 2401.1.a, the City shall provide a good faith estimate for any make- ready work necessary to enable the City Pole to support the proposed facility, including Replacement of the Pole if necessary, within sixty (60) days after receipt of a completed Application requesting attachment to the City Pole. Make-ready work including any Pole Replacement shall be completed within one hundred and twenty (120) days of written acceptance of the good faith estimate by the Provider. Such acceptance shall be signified by payment via check or other commercially reasonable and customary means specified by the City.

Section 2401.4 Applications Requiring Discretionary Review and Approval.

- a. Discretionary Review Required. All other uses not expressly set forth or referenced in Subsection 2401.2(a) above shall require compliance with, and issuance of a minor use permit pursuant to Section 9262.

Section 2401.5 Other Public ROW Installation Requirements.

a. General Principles.

1. The City shall have the power to establish reasonable and non- discriminatory limitations on the placement of new or additional facilities within specific congested segments of the Public ROW if there is insufficient space to accommodate all of the requests of Applicants or other Persons to occupy and use the Public ROW. In making such decisions, the City shall to the extent possible accommodate all existing users and potential users (i.e. those who have submitted an Application to deploy facilities within the Public ROW) of the Public ROW, and shall be guided primarily by considerations of the public interest, the width and physical condition of the Public ROW, the time of year with respect to essential utilities, the protection of existing facilities and uses in the Public ROW and established plans for public improvements and development projects which have been determined to be in the public's interest.
2. Leasing of excess space in ducts, conduits and on a Pole is a matter between interested parties (subject to any applicable Pole Attachment regulations and any other applicable statutory, regulatory or contractual obligations); however, lessees or licensees of such physical facilities must still comply with the terms of this Article, unless otherwise expressly exempted by the City.
3. An occupant of the Public ROW shall employ due care during the installation and maintenance process, and comply with all safety and Public ROW-

protection requirements of applicable Federal, State and local Laws (and any generally applicable City guidelines, standards and practices), and any additional commonly accepted safety and Public ROW-protection standards, methods and devices (to the extent not inconsistent with applicable Laws). All facilities under the streets of the City shall be kept and maintained in a safe and well-ordered condition, and in good order and repair.

- (A) Any permittee occupying any portion of the Public ROW shall erect a barrier around the perimeter of any excavation and provide any and all traffic-control devices, signs and lights appropriate to the level of complexity of the activity in order to protect, warn and guide the public (vehicular and pedestrian) through the work zone. The manner and use of these devices shall be described within a traffic-control plan in accordance with the Uniform Manual of Traffic Control Devices.
- (B) Occupants of the Public ROW with open excavations awaiting final restoration shall maintain all devices until the City notifies the occupant in writing that the City or the City's designated contractor is assuming responsibility for traffic control.
- (C) Each occupant shall designate a safety officer. The safety officer shall be responsible for safety-related issues affecting both the public and the occupant's field employees and contractors for all job sites within the Public ROW.

4. Location of Existing Facilities.

- (A) An occupant of the Public ROW shall not place any fixtures or equipment where the same will interfere with any existing facility, and shall locate its lines and equipment in such a manner as not to interfere with the usual traffic patterns (vehicular or pedestrian) or with the rights or reasonable convenience of owners of property that abuts any Public ROW.
- (B) To minimize disruption of public passage or infrastructure, to forestall or relieve overcrowding of the Public ROW, or to protect Historic Property or environmentally sensitive areas, the City may require, as a condition of issuing any Permit for placement of underground facilities or new Applicant poles that the occupant place empty conduits, and/or reserve space on a new Applicant pole in excess of its own present and reasonably foreseeable requirements for the purpose of accommodating the City's own present or reasonably foreseeable governmental, not-for-resale use as set forth in the applicable Permit. The occupant shall cooperate with the City in any such construction, provided that the City has first notified the occupant in writing that it is interested in reserving such Pole space or sharing the trenches or bores in the area where the construction is occurring.

The occupant shall allow the City to place its infrastructure in the occupant's trenches or bores or on the Pole as requested by the City, provided that the City incurs the incremental costs of placing the conduit/infrastructure as requested. The City shall be responsible for

maintaining its facilities in the trenches and bores and/or on the Pole under this Subsection.

- (C) Before beginning excavation in any Public ROW, an occupant shall comply with Underground Service Alert notification procedures to determine possible conflicts with existing underground structures and facilities in the area to be excavated.

5. Relocation of Existing Facilities.

- (A) If relocation of facilities is required as a result of any public project, the City shall provide the greatest practical advance notice to the affected occupants of the Public ROW and shall facilitate the greatest reasonable project coordination among the affected occupants, whereas coordinated sequencing dependencies are common. Generally, projects of greater scale and scope will have a longer planning horizon, and commensurate notice.
- (B) The objective of the relocation process recognizes the mutual obligations and responsibilities of the City and the Public ROW occupants to avoid or minimize service disruption and to timely and economically complete the public project. Public ROW occupants are obligated to proceed with diligent speed and attention so as not to unreasonably delay or complicate a public project.
- (C) As general guidance, projects involving a public project of less than One Million Dollars (\$1,000,000), or ten (10) utility poles, or One Thousand (1000) frontage feet of public roadway would be smaller projects; and projects greater than any of the above would be larger projects. A reasonable, general expectation is that smaller projects would provide ninety (90) days' notice, and larger projects would provide one hundred and eighty (180) days' notice to complete the relocation of the Public ROW occupants.
- (D) Unless otherwise provided by applicable Law, the occupant, at no cost to the City, shall accomplish the necessary relocation within a reasonable time from the date of the notification, but, in no event, later than seven (7) days prior to the date the City has notified the occupant that it intends to commence work which requires the occupant's relocation, or immediately in the case of emergencies. With as much notice as possible, but, except for emergencies, no less than ninety (90) days following written notice from the City, a Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Communications Facility.
- (E) The City will use its best efforts to accommodate the Provider's request for relocation of the Communications Facility, whenever the City has determined that removal, relocation, change or alteration of facilities within the Public ROW is reasonably necessary for the construction, repair, maintenance or installation of any City improvement in or upon, or

the operations of the City in or upon, the Public ROW.

(F) The City may not require an Applicant to perform services unrelated to the Communications Facility or Support Structure for which approval is sought, or to provide in-kind contributions, except for reserving Pole space or placing conduit in the trench or bore for governmental, not-for-resale City use as provided in Section 2401.5.a.4(B). Notwithstanding the foregoing, an Applicant may offer in-kind contributions related to the Communications Facility or Support Structure for which approval is sought, on a reasonable and nondiscriminatory basis, including by contributing the cash value of an in-kind contribution already provided by another party.

6. In the event of an emergency where any Communications Facility in the Public ROW creates or is contributing to an imminent danger to health, safety, or property, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of such Communications Facility, and charge the occupant for actual and reasonable costs incurred. The City shall use a Provider's emergency contact information of record, or best available contact information, for prior notice, and if not possible because of emergent and imminent danger, shall notify the occupant promptly afterwards. Ten (10) days after notification as outlined in this Subsection, the City may remove any Communications Facilities that obstructs the progress of a public project. All costs associated with any removal or protection of Communications Equipment shall be the sole responsibility of the Provider.

7. Abandonment of Facilities.

(A) Any occupant of the Public ROW that intends to permanently discontinue use of any facilities within the Public ROW shall notify the City in writing within thirty (30) days prior to abandonment. Such notice shall describe the facilities for which the use is to be discontinued, and the date of discontinuance of use. Upon notification, the City will chose from the following options within 30 days or any other agreed upon option, and so notify the occupant of its decision:

1. Abandon the facilities in place and the occupant shall further convey full title and ownership of such abandoned facilities to the City. The occupant is responsible for all obligations of the facilities, or other associated liabilities until the conveyance to the City is completed; or
2. The facilities shall be removed, and the occupant shall be liable for removing the facilities at its own cost. If an occupant fails to remove facilities that the City requires it to remove, after ninety (90) days' notice to the occupant, the City may perform the work. The occupant or its successors and/or assigns shall pay the City the costs of removal within thirty (30) days after the City provides a written statement detailing the costs.

b. Additional Requirements.

1. General. All deployments of Communications Facilities in the Public ROW shall comply with the following:
 - (A) Compliance with ADA and other applicable Federal, State and local Laws and standards.
 - (B) Pedestrian and vehicular traffic and safety requirements established by the City.
 - (C) Existing Public ROW occupancy or management ordinances, not otherwise inconsistent with this Article.
2. Design Standards. All aboveground Communications Facilities in the Public ROW requiring Administrative Review only shall conform to the Aesthetic Guidelines for Wireless Telecommunication Facilities adopted by resolution by the City as required by Section 5620 of this Code.
3. Additional Permits. In addition to obtaining a Permit for installation of a Communications Facility in the Public ROW, an Applicant must enter the Agreement in Attachment A and obtain the following additional permits: encroachment permit and applicable permits under Section 3000.
4. Placement of facilities. The City engineer may assign specific corridors within the Public ROW for each type of Communication Facility as he determines may be necessary for each type of facility that is or may be located in the Public ROW. In making these assignments the City engineer shall consider facility types that currently exist or which, based on current technology, may be located within the Public ROW in the future. All excavation, obstruction, or other Permits issued by the City engineer involving the installation or replacement of facilities shall designate the proper corridor for the facilities.

c. Mapping Data. Applicants shall provide to the City engineer information indicating the horizontal and approximate vertical location, relative to the boundaries of the Public ROW, of all equipment which it owns or over which it has control, and which is located in any Public ROW. Mapping data shall be provided with the specificity and in the format requested by the City engineer for inclusion in the mapping system used by the City engineer.

d. Existing Utility Easements in the Public Right of Way.

1. Applicants will work with the City engineer to coordinate and protect existing utilities in the Public ROW.
2. Applicants will coordinate with the City engineer all public safety considerations prior to and during installation in the Public ROW to ensure public safety response in the case of gas line, water line, sewer line or electricity disturbance.

Section 2401.6 Attachment to and Replacement of Decorative Poles.

Notwithstanding anything to the contrary in this Article, an Applicant may install a Small Wireless Facility on a Decorative Pole, or may Replace a Decorative Pole with a new Decorative Pole that is in keeping with the aesthetics of the existing Decorative Pole, in the event the existing Decorative Pole will not structurally support the attachment, the attachment may be made only upon satisfaction of the following additional requirements:

- A. Issuance of a Permit under Subsection 2401.2.a above.
- B. The attachment and/or the Replacement Pole is in keeping with the aesthetics of the Decorative Pole in the judgment of the City.

Section 2401.7 Batch Applications.

An Applicant may submit simultaneously not more than fifteen (15) Applications for a network of multiple Communications Facilities within adjacent, related geographic areas of the City. Alternatively, Applicant may file a single, consolidated Application covering such facilities.

Section 2402. Governance of Deployment Outside the Public ROW

Section 2402.1 Administrative Review of Permitted Communications Facility Uses; Application and Fees.

- a. Permitted Use. The following uses outside the Public ROW, on privately-owned property (including within any Utility Easement, to the extent expressly set forth below), shall be a permitted use, subject to Administrative Review only and issuance of a Permit as set forth in this Section 2402.1, and subject to Applicant's legal right to install and operate the Communications Facility on the property or structure:
 - 1. Collocation of a Small Wireless Facility or a Collocation that qualifies as an Eligible Facilities Request on privately-owned property including, without limitation, within a Utility Easement, consistent with the height and other limitations set forth in Subsection 2401.3.c above;
 - 2. Modification of a Pole, Tower or Support Structure, or Replacement of a Pole or Tower, for Collocation of a Communications Facility on privately-owned property (including within a Utility Easement that contains other existing Poles) that qualifies as an Eligible Facilities Request or involves a Small Wireless Facility that does not exceed the limitations set forth in Subsection 2401.3.c.1(A)(i) above. All other such modifications or Replacements require a minor use permit pursuant to Section 9262.
 - 3. Construction of a new Pole (or monopole Tower), within a Utility Easement on which there currently exist adjacent Poles that are unavailable for Collocation due to structural, accessibility or other reasons, to be used for Collocation of a Small Wireless Facility (that does not exceed the maximum height set forth in Subsection 2401.3.c.1(A)(i) above), and the new Pole (or monopole Tower) is

similar in design, size and scale to those of the existing, adjacent Poles; and

4. Construction of a Communications Facility, other than those set forth in subparagraphs 1,2 or 3 in this Subsection 2402.1.a, involving the installation of coaxial, fiber-optic or other cabling, that is installed underground in accordance with applicable City standards or aboveground between two or more Poles or a Pole and a Tower and/or Support Structure, and related equipment and appurtenances.
- b. Permit Required. No Person shall place a facility described in Subsection 2402.1(a) or perform any construction activities above without first filing an Application for same and obtaining a Permit therefor, except in Subsection 2400.2(s) or as otherwise expressly provided in this Article.
 - c. Proprietary or Confidential Information in Application. The City shall make accepted Applications publicly available. Notwithstanding the foregoing, Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each portion of such materials accordingly, and the City shall treat the information as proprietary and confidential, subject to applicable State and local “freedom of information” or “sunshine” Laws and the City’s determination that the Applicant’s request for confidential or proprietary treatment of an Application material is reasonable.
 - d. Administrative Review Application Requirements. The Application shall be made by the applicable Provider or its duly authorized representative and shall contain the following:
 1. The Applicant’s name, address, telephone number, and e-mail address, including emergency contact information of record.
 2. A certification by the Applicant that it has the legal right to install and operate the Communications Facility on the property or structure.
 3. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application.
 4. A general description of the proposed work and the purposes and intent of the proposed facility. The scope and detail of such description shall be appropriate to the nature and character of the physical work to be performed, with special emphasis on those matters likely to be affected or impacted by the physical work proposed.
 5. Detailed construction drawings regarding the proposed facility.
 6. To the extent the proposed facility involves Collocation on a Pole, Tower or Support Structure, a structural report performed by a duly licensed engineer evidencing that the Pole, Tower or Support Structure will structurally support the Collocation or that the Pole, Tower or Support Structure will be modified to meet

structural requirements) in accordance with Applicable Codes.

7. For any aboveground facilities, visual depictions or representations, if not included in the Construction drawings.
- e. Ordinary Maintenance, Repair and Replacement. An Application shall not be required for Ordinary Maintenance, Repair and Replacement, other than to the extent required for applicable Permits described in Subsection 2401.5b(iii) above.
- f. Information Updates. Any material change to information contained in an Application shall be submitted in writing to the City within thirty (30) days after the change necessitating the change.

Section 2402.2 Action on Administrative Review Application.

- a. Review of Applications for Administrative Review.
 - (i) The City shall review the Application in light of its conformity with applicable provisions of this Article, and shall issue a Permit on nondiscriminatory terms and conditions, subject to the following requirements:
 - (A) Within ten (10) days of receiving an Application, the City must determine and notify the Applicant whether the Application is complete; or if an Application is incomplete, the City must specifically identify the missing information, and may toll the approval interval in Subsection 2402.2(a)(i)(B). The Applicant may resubmit the completed Application within twenty (20) days without additional charge, and the subsequent review will be limited to the specifically identified missing information subsequently completed, except to the extent material changes to the proposed facility have been made by the Applicant (other than those requested or required by the City) in which case a new Application and Application Fee for same must be submitted; and
 - (B) The City must make its final decision to approve or deny the Application within sixty (60) days for a collocation, and ninety (90) days for any new structure, after the Application is complete, or deemed completed (These time limits for acting on applications are called “shot clocks”); and
 - (C) The City must advise the Applicant in writing of its final decision, and in the final decision document the basis for a denial, including specific code provisions on which the denial was based. A decision to deny an application shall be in writing and supported by substantial evidence contained in a written record, publicly released, and sent to the applicant. The written decision, supported by such substantial evidence, shall constitute final action by City. The review period or “shot clock” shall run until the written decision, supported by substantial evidence, is released and sent to the Applicant contemporaneously. The Applicant may cure the deficiencies identified by the City and resubmit the Application within thirty (30) days of the denial without paying an additional Application Fee, unless denial was

issued due to noncompliance with Design Guidelines or other requirements under this Article (in which case a new Application Fee must be paid). The City shall approve or deny the revised Application within thirty (30) days of receipt of the revised Application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.

- (ii) If the City fails to act on an Application within the shot clock referenced in Subsection 2402.2(a)(i)(B) above, the Applicant may provide the City written notice that the time period for acting has lapsed, and the City then has twenty (20) days after receipt of such notice within which to render its written decision, failing which the Application is then deemed approved by passage of time and operation of law.
 - (iii) An Applicant seeking to construct, modify or replace a network of Communications Facilities may, at the Applicant's discretion and subject to the City's batch Application requirements and process under Section 2401.7 above, file a consolidated Application and receive a single Permit for multiple Communications Facilities, or multiple Permits. The City's denial of any site or sites within a consolidated Application shall not affect other sites submitted in the same Application. The City shall grant a Permit(s) for any and all sites in a consolidated Application that it does not otherwise deny, subject to the requirements of this Section.
- b. Effect of Permit.
- (i) Authority Granted; No Property Right or Other Interest Created. A Permit from the City authorizes an Applicant to undertake only certain activities in accordance with this Article, and does not create a property right or grant authority to the Applicant to impinge upon the rights of others who may own or have other interests in the Utility Easement or other privately- owned property.
 - (ii) Duration. Any Permit for construction issued under this Article III shall be valid for a period of six (6) months after issuance, provided that the six month period shall be extended for up to an additional 6 months upon written request of the Applicant (made prior to the end of the initial 6 month period) if the failure to complete construction is delayed as a result of circumstances beyond the reasonable control of the Applicant.

Section 2402.3 Eligible Facilities Requests.

- a. Review of Eligible Facilities Requests. Notwithstanding any other provision of this Article, the City shall approve and may not deny Applications for Eligible Facilities Requests within sixty (60) days according to the procedures established under 47 C.F.R. 1.40001(c).

Section 2402.4 Applications Requiring Discretionary Review and Approval.

- a. Discretionary Review Required. The following uses on private property including, without limitation, on any Utility Easement, shall require compliance with, and issuance of a minor use permit under Section 9262:

- (i) Collocation of Wireless Facilities that do not qualify as Eligible Facilities Requests.
- (ii) All other uses not expressly set forth or referenced in Subsection 2402.1(a) above.

Section 2402.5 Temporary and Emergency Installations.

- a. A Deployable may be operated for a period of not more than one hundred and twenty (120) days, when operated in connection with a special event after issuance by the City of a Permit based upon an Administrative Review only. Deployable operated in conjunction with a special event shall meet reasonable setbacks determined by the [City engineer], shall be subject to receipt of a valid building Permit, if applicable, shall meet uniform fire code requirements, and shall be removed within seventy-two (72) hours of completion of the event.
- b. A Deployable may be operated in any zoning district after a declaration of an emergency or a disaster by the City executive.

Section 2402.6 Design Standards.

All aboveground Communications Facilities to be installed outside of the Public ROW and requiring Administrative Review only shall conform to the design standards in Resolution No. 2019-14 or any amendments thereto.

Section 2402.7 Violation of this Article:

- a. Civil penalty. A violation of any of the provisions of this Article by an Applicant or Provider shall be subject to a civil penalty of One Thousand Dollars \$1,000 for each violation which continues more than thirty (30) days after written notice of such violation is provided to the Applicant or Provider by the City. Each day, after such notice, that a violation occurs or is permitted to exist by the Applicant or Provider constitutes a separate offense.
- b. Violation a misdemeanor. Any person, firm or corporation, whether as principal, agent, or employee or otherwise, violating or causing the violation of any of the provisions of this Article, shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the County of Mendocino jail for a term not exceeding six (6) months, or by both such fine and imprisonment. Each such person, firm or corporation, shall be deemed to be guilty of a separate offense for each and every day during any portion of which any violation of this Article is committed or continued by such person, firm or corporation, and shall be punishable as herein provided.
- c. Violation as a public nuisance. Any Pole, Tower, Antenna, Communications Facility, or Support Structure (collectively, "Facilities") built, erected, or constructed, altered, enlarged, converted, moved, set up, or maintained contrary to the provisions of this Article and any use thereof established, conducted, operated or maintained contrary to the provisions of this Article, shall be and the same is hereby declared to be

unlawful and a public nuisance; and the City Attorney shall, upon order of the City Council, immediately commence action or proceedings for the abatement and removal and injunction thereof, in the manner provided by law, and shall take such other steps and shall apply to such courts as may have jurisdiction to grant such relief as will abate and remove such Facilities and restrain and enjoin any person, firm or corporation from setting up, erecting, building, maintaining or using any Facilities contrary to the provisions of this Article.

- d. Payment violation. Any failure of an Applicant or Provider to make a payment to the City required by this Article when due ("Payment Violation") shall be grounds for denying any pending Application or revoking any Permit. In addition, any such Payment Violation shall be subject to a civil penalty of One Thousand Dollars (\$1,000) in addition to prejudgment interest at the maximum rate provided by law and, at the sole election of the City, when it files an action to enforce this subsection, the prevailing party in any such action shall be entitled to recover from the other party, its reasonable attorneys' fees in addition to its costs of suit.
- e. Remedies Cumulative. The penalties and remedies contained in this Section 2402.7 shall be cumulative and not exclusive. The City may use any one or more of the penalties and remedies provided herein when enforcing the provisions of this Article.

Section 2402.9 Exceptions to Applicability of this Article.

Notwithstanding anything to the contrary in this Article, the following facilities are not subject to the provisions of this Article: (1) antennas used by residential households solely for broadcast radio and television reception; (2) satellite antennas used solely for residential or household purposes; and (3) television and AM/FM radio broadcast Towers and associated facilities.

SECTION TWO

1. **SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have adopted this Ordinance and any section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

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

AYES:

NOES:
ABSENT:
ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

**AGREEMENT BETWEEN THE CITY OF UKIAH AND _____ FOR THE
USE OF LICENSOR PROPERTY IN CONNECTION WITH THE OPERATION OF A
WIRELESS NETWORK**

This Agreement is made and entered into by and between the City of Ukiah, a municipal corporation ("Licensor") and _____, a _____ ("Licensee"). Licensor and Licensee may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

This Agreement is made with reference to the following Recitals, each of which is deemed to be a material term and provision of this Agreement:

A. Licensor is the owner of certain municipal facilities located in the public rights-of-way situated within the city limits of the City of Ukiah, California.

B. Licensor also shares the use of certain non-municipal facilities located in the public rights-of-way situated within the city limits of the City of Ukiah, California, pursuant to the Ukiah Joint Use Agreement.

C. Licensee is duly organized and existing under the laws of the State of California, and its lawful successors, assigns, and transferees, are authorized to conduct business in the State of California.

D. Licensee desires to construct, operate and maintain communication sites from Licensor-owned and non-owned poles situated in said public rights-of-way and, for such purpose, desires to locate, place, attach, install, operate, control, and maintain antennas and other related wireless communication equipment consistent with small cell technology on Licensor-owned and non-owned poles in said public rights-of-way.

E. Licensee will agree to comply with Licensor's public rights-of-way use requirements as provided herein and as required in applicable site supplement agreements.

F. Licensee is willing to compensate Licensor in exchange for a grant and right to use and physically occupy portions of the poles and/or the public rights-of-way as provided herein.

AGREEMENT

1. Definitions and Exhibits.

1.1. Definitions. For the purposes of this Agreement and all Exhibits attached hereto, the following terms, phrases, words and derivations shall have the meaning given herein.

- (a) *Agreement* means this Agreement for the Use of Licensor Property in Connection with the Operation of a Wireless Network.
- (b) *Attachment Fee* or *Pole Attachment Fee* means that fee described in Section 4.1 of this Agreement.
- (c) *City* means the City of Ukiah.
- (d) *Code* means the Ukiah City Code and applicable federal and state codes.
- (e) *Equipment* means Small Cell antennas and other wireless communications equipment utilizing small cell technology that is specifically identified and depicted in Exhibit 1 attached to each Site Supplement.
- (f) *EUSERC Requirements* means requirements set forth by the Electric Utility Service Equipment Requirements Committee.
- (g) *Hazardous Substance* means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation, including but not limited to petroleum products and asbestos.
- (h) *Interference* means physical interference and radio frequency interference.
- (i) *Laws* means any and all applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of Licensor or any other governmental entity or agency having joint or several jurisdiction over Licensee's activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement, including the Code, that are in force on date of the execution of this Agreement, and as they may be lawfully enacted, issued or amended during the term of this Agreement.
- (j) *Municipal Facility* or *Municipal Facilities* means those Licensor owned streetlight poles and utility poles located in the ROW that are designated or approved by Licensor as being suitable for placement of Equipment and over which Licensor exercises control, including under the Ukiah Joint Use Agreement.
- (k) *Non-Municipal Facility* or *Non-Municipal Facilities* means those non-Licensor owned streetlight poles and utility poles located in the ROW that are designated or approved by Licensor as being suitable for placement of Equipment and over which Licensor is a permitted user under the Ukiah Joint Use Agreement.

- (l) *Permit* means a permit issued and described in accordance with Laws, which is used to regulate, monitor and control improvement, construction or excavation activities, or other work or activity, occurring upon or otherwise affecting the City ROW.
- (m) *Physical interference* means where equipment, vegetation or a structure causes reduced use of another's prior mounted equipment, or an obstruction in a necessary line-of-sight path.
- (n) *Radio frequency interference* means the radiation or conduction of radio frequency energy (or electronic noise) produced by electrical and electronic devices at levels that interfere with the operation of adjacent equipment.
- (o) *ROW* means the surface of and the space above and below roads, streets and alley rights-of-way and public utility easements now or hereafter located and existing within the city limits of the City of Ukiah, California, and dedicated or accepted for public use by the City or in which the City has a right of use for public purposes, and, subject to the consent of Licensor, other public ways of any type whatsoever now or hereafter located and existing within the city limits of the City of Ukiah, California.
- (p) *Site Supplement* means the form of the license granted by this Agreement, described in Section 2 below, and shown on Exhibit A.
- (q) *Small Cell* means compact communication sites in a mobile network but providing a smaller coverage area than traditional macrocells.
- (r) *Term* means the period that this Agreement is in effect as described in Section 3.1 of this Agreement.
- (s) *Ukiah Joint Use Agreement* means the Agreement dated January 3, 1918, as amended by an Agreement dated October 10, 1930, among Licensor, the predecessor to AT&T and a subsidiary of Comcast Corporation, under which Licensor owns and shares poles within the ROW.
- (t) *Ukiah Joint Use Agreement Parties* means the other parties to the Ukiah Joint Use Agreement whose consent is required prior to any use by Licensee of Non-Municipal Facilities.

1.2. Exhibits. The following numbered documents, which are occasionally referred to in this Agreement, are formally incorporated and made part of this Agreement by this reference:

- (a) Exhibit A: Site Supplement.

- (b) Exhibit B: Minimum Limits of Insurance.
- (c) Exhibit C: Ukiah Joint Use Agreement.

In the event of any conflict or ambiguity between this Agreement, including the above-referenced exhibits (the “Exhibits”), and any other agreement between Licensor and Licensee, then this Agreement, together with the Exhibits, shall govern and prevail. In the event of any conflict or ambiguity between this Agreement, including the Exhibits, and any Site Supplement, then this Agreement shall govern and prevail unless otherwise stated in the Site Supplement.

2. **Site Supplement Granted and Terms.**

- 2.1. **Scope.** Licensor, acting in its proprietary capacity as the owner of Municipal Facilities in the ROW, does grant to Licensee a non-exclusive license to use the Municipal Facilities identified in Exhibit 1 to each Site Supplement to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace the Equipment that may be required or desired to operate a Small Cell site (the “Site Supplement”). This grant is subject to the terms, conditions and other provisions set forth in this Agreement, to applicable provisions of the Code, the requirements of Licensor issued Permits, any applicable provisions of the Ukiah Joint Use Agreement and all applicable Laws and reasonable regulations of any regulatory agency having competent jurisdiction.
- 2.2. **Use of Licensor Property.** The Site Supplement allows Licensee to access, occupy and use allocated available space on the Municipal Facility pole identified in Exhibit 1 to each Site Supplement to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace the Equipment, as depicted in such Exhibit 1, solely for the purpose of Licensee operating a Small Cell site. Subject to any limitations and conditions required by this Agreement or by any Permit or approvals issued by Licensor in association with any installations, including, without limitation, any conditions reasonably required by Licensor to address impacts on private property adjacent to the applicable Municipal Facility pole, the Site Supplement also allows the installation, operation and maintenance of ground based, pad mounted equipment cabinets and/or power pedestals needed for the operation of Equipment attached to any of the Municipal Facilities, together with any related conduit, cable or wiring, with the location of any such cabinet or pedestal determined in connection with the issuance of any Permit (if needed). With limited exceptions, such as in case of emergency, Licensee shall have access to the Municipal Facilities upon which Equipment is installed twenty-four (24) hours a day, seven (7) days a week, provided, however, if such access requires entry onto private property or unduly interferes with access to or the quiet enjoyment of private property, Licensee shall coordinate its access with the owner or occupant of such private property to avoid or minimize the impacts of the use.

- 2.3. Limitations on Use. Except as otherwise expressly provided herein, the Site Supplement does not authorize Licensee to:
- (a) Occupy or use any poles, improvements or structures of any kind, or any underground areas, whether within or without the ROW, other than the items depicted in Exhibit 1 attached to a Site Supplement;
 - (b) Occupy or use any poles, improvements or structures of any kind, whether within or without the ROW, that are located within one hundred feet (100') of any traffic light controlled intersection; and,
 - (c) Subject to Section 2.5 below, enter upon public property and attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate, and/or replace any item of equipment in or on poles or other structures not owned by and under the control of Licensor and located within the ROW, unless Licensor is a permitted user under the Ukiah Joint Use Agreement.
- 2.4. Alterations. If Licensee proposes to install Equipment which is different in any material way from the then-existing and approved Equipment, then Licensee shall first obtain the written approval for the use and installation of the unauthorized Equipment from an authorized representative of Licensor. In addition to any other submittal requirements, and if requested by Licensor, Licensee shall provide "load" (structural) calculations for all Municipal Facilities upon which it intends to modify Equipment in the ROW. Notwithstanding the foregoing, Licensee may modify its Equipment with like-kind or similar Equipment in accordance with any Permit issued without prior written approval of Licensor.
- 2.5. Additional Installations. If adequate Municipal Facilities do not exist and existing Municipal Facilities cannot be upgraded to be made adequate for the attachment of Equipment, Licensee may install its Equipment on the Non-Municipal Facilities or other poles in the ROW lawfully owned and operated by third parties. Subject to obtaining the written permission of the Ukiah Joint Use Agreement Parties or other owner(s) of the affected property and any required Permits (and paying any fees approved in advance by Licensee), Licensor hereby authorizes and allows Licensee to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace Equipment in or on Non-Municipal Facilities or other poles or other structures lawfully owned and operated by the Ukiah Joint Use Agreement Parties or other public utility companies or property owners located within or outside the ROW as may be permitted by such parties and the Ukiah Joint Use Agreement, if applicable. In such situation, a Site Supplement shall be required but a Pole Attachment Fee need not be paid. Licensee shall furnish to Licensor documentation in a form acceptable to Licensor of such permission from the individual utility or property owner responsible. Further, where Municipal Facilities exist that can be made

adequate for the attachment of Equipment, Licensee may not install new poles or structures or create a parallel path or route for its equipment, provided, however, that Licensee may install additional poles or structures if necessary to complete a path or route where existing Municipal Facilities terminate. Nothing herein is intended to limit (i) any rights Licensee may have in accordance with Laws or the Code to install its own poles in the ROW if Licensor and Licensee are unable to mutually agree to enter into a Site Supplement, or if adequate Municipal Facilities do not exist and existing Municipal Facilities cannot be upgraded to be made adequate for the attachment of Equipment subject to necessary Permits, or (ii), except as otherwise expressly set forth herein, any rights of Licensor under Laws or the Code to regulate and charge for the use of the ROW or to regulate the use of property outside the ROW.

3. **Term of Supplements and Agreement; Cancellation; Termination; Removal or Abandonment at Expiration.**

3.1. **Agreement Term.** This Agreement shall be in effect for a period of no less than ten (10) years commencing on the date that this Agreement is fully executed (the "Execution Date"). The Agreement shall automatically be extended for three (3) additional five (5) year terms (each, an "Agreement Renewal Term") unless Licensor or Licensee provides written notice to the other party of its intent not to extend at least ninety (90) days prior to the end of the applicable term, provided, however, that at the time of the extension, Licensee is not in Default, after written notice and the expiration of any applicable cure period, under this Agreement.

3.2. **Supplement Term.** Each Site Supplement shall be in effect for a period of ten (10) years commencing on the "Commencement Date" determined in accordance with each Site Supplement, and expiring on the day before the tenth (10th) anniversary of the Commencement Date unless sooner cancelled or terminated as provided herein (the "Supplement Term"). Provided that Licensee is not in Default of the Site Supplement, the Supplement Term will automatically be extended for up to three (3), successive, five (5) year periods (each, a "Supplement Renewal Term"), with the first five (5) year extension of the Supplement Term commencing immediately upon the expiration of the initial period of the Supplement Term, and each additional five (5) year extension of the Supplement Term commencing immediately upon the expiration of the preceding additional period of the Supplement Term unless notice of non-extension is provided to Licensor by Licensee prior to the commencement of the succeeding Supplement Renewal Term. All of the provisions of this Agreement shall be in effect during the Supplement Term and any extension of the Supplement Term regardless of whether or not the term of the Agreement has expired. No new Site Supplement shall be entered into during the last Agreement Renewal Term unless an amendment to this Agreement has been entered into extending the Term.

3.3. **Cancellation.**

- (a) Licensee may cancel this Agreement or any Site Supplement before the date of expiration by providing Licensor with ninety (90) days express written notice of cancellation. Any prepaid Pole Attachment Fee shall be retained by Licensor. This Agreement and all Site Supplements may only be cancelled or terminated as provided in this Agreement or any Site Supplement.
- (b) Except as otherwise provided herein, Licensor may terminate this Agreement, or at Licensor's election, any Supplement, for Cause upon ten (10) days' prior written notice sent by Licensor to Licensee; in that event, Licensor may exercise its legal rights and/or equitable remedies hereby reserved under this Agreement or in law or equity at any time, including, without limitation, the right to recover any uncollected annual costs and fees that would be due and payable by Licensee to Licensor if this Agreement had not been terminated during the Term for Cause. A termination for cause ("Cause") means: (i) Licensee has failed to cure a material Default of this Agreement within thirty (30) days after it receives the Licensor's notice of Default, or, if the Default can be cured and such cure reasonably requires more than thirty (30) days to achieve, fails to commence such cure within the specified period but, thereafter, diligently continues such cure until completion thereof; (ii) the California Public Utilities Commission, the Federal Communications Commission ("FCC") or other agency exercising jurisdiction over Licensee has, by final order or action that is no longer subject to appeal, terminated or otherwise revoked the Licensee's approval, authorization, certification or license to operate the Equipment, to provide communications service, or to transact business; or (iii) the Licensee's authority to do business in California has expired or is rescinded or terminated by final order or action that is no longer subject to appeal.

3.4. Changes in Law. The Parties acknowledge that the subject of wireline and wireless communications facilities in the context of pole attachments has been addressed and continues to be addressed by federal and California authorities. If, during the term of this Agreement, a Law is adopted, amended or repealed and is made binding upon the City and is applicable to this Agreement, then the Parties agree to negotiate in good faith an amendment to this Agreement (or a new agreement, as the case may be) to the extent necessary (if at all) to comply with such Law. If the Parties cannot mutually agree to an amendment to this Agreement (or a new agreement) within three (3) months after a Party receives the other Party's request to negotiate an amendment to this Agreement (or a new agreement, as the case may be) pursuant to this Section, then the Parties will agree to submit the dispute to mediation and non-binding arbitration under mutually acceptable terms and conditions.

- 3.5. **Abandonment.** If Licensee abandons the use of a Municipal Facilities location for a period of six (6) or more consecutive months, the Equipment for such Municipal Facilities shall be removed at the expense of Licensee. In the event Licensee is unable or refuses to remove such Equipment when requested by Licensor, Licensor may authorize removal upon thirty (30) days' notice to Licensee and Licensee shall be responsible for all costs incurred for such removal and shall reimburse Licensor within forty-five (45) days of the Equipment removal.
4. **Fees and Charges.** Licensee shall be solely responsible for the payment of all fees and charges in connection with Licensee's performance under this Agreement, including those set forth as follows:
- 4.1. **Pole Attachment Fee.** Licensee shall pay to Licensor an annual fee for each Site Supplement pursuant to the following table:

Year:	Pole Attachment Fee:
2018	\$94.00
2019	\$97.00
2020	\$100.00
2021	\$103.00
2022	\$106.00
2023	\$109.00
2024	\$112.00
2025	\$115.00
2026	\$118.00
2027	\$122.00
2028	\$126.00
2029	\$130.00
2030	\$134.00

The initial Pole Attachment Fee for each Site Supplement shall be due as of the Effective Date of each such Site Supplement, and shall not be prorated for any partial initial year. Thereafter, the Pole Attachment Fee for each Site Supplement shall be due on or before January 1 of each year during the Supplement Term (or until such earlier time as such Site Supplement is terminated). Notwithstanding the foregoing, Licensor and Licensee acknowledge and agree that the initial Pole Attachment Fee payment for any Site Supplement hereunder may not actually be paid by Licensee until sixty (60) days after the Effective Date of such Site Supplement. Commencing on January 1, 2031, the annual Pole Attachment Fee shall be increased by three percent (3%) annually over the rate previously in effect, such amount to be rounded up or down, as applicable, to the nearest whole dollar. Licensor also hereby agrees to provide to Licensee (i) a completed, current version of Internal Revenue

Service Form W-9, or equivalent; and (ii) complete and fully executed state and local withholding forms if required.

- 4.2. Permit and Additional Charges. No payment is collected under this Agreement for any Permit issued in connection with the installation of Equipment at any Municipal Facility. Permit requirements, fees and charges are solely governed by the requirements imposed by the Code and approved policies and procedures. Fees and charges for any such Permit will be collected at the time such a Permit is applied for and issued. In the event work will be required to be done by Licensor in connection with the installation of any Equipment (cable pulls, transformer connections/upgrades, etc.), Licensee will be responsible for payment to Licensor for such work, which work shall be approved in advance by Licensee. The cost of said work will be based on a time and materials basis and payment shall be made to Licensor within forty-five (45) days of submittal of the invoice to Licensee for the work. Determination of any necessary work to be done by Licensor will be established at the time each Site Supplement is negotiated, approved and a subsequent application for new service is received by Licensor, and shall be stated in the Site Supplement.
- 4.3. Taxes. Licensee shall pay all applicable city, county and state taxes levied, assessed or imposed by reason of this Agreement or those related to any of Licensee's Equipment and/or provided services. Pursuant to California Revenue and Taxation Code section 107.6, Licensee is advised that it is solely responsible for the payment of possessory interest taxes due under Revenue and Taxation Code section 107 et seq.
- 4.4. Electric meter. Licensee shall install or cause to be installed a separate electric meter on a ground mounted pedestal or on Licensee's pad mounted equipment cabinet as required by the EUSERC and Licensor. Licensee shall be responsible for paying all applicable costs to provide service, including energy rate charges for any electricity furnished by a utility to the Equipment. In lieu of installing a meter, Licensor may, at its sole discretion, provide electricity to Licensee under any particular Site Supplement. In this event, Licensor and Licensee may mutually agree to a monthly fixed estimated kilowatt hour usage per service location based upon the proposed equipment electrical ratings and a calculated electricity usage based on other metered sites utilizing similar equipment, which fixed kilowatt hour usage amount shall be stated in the applicable Site Supplement. Licensee shall pay Licensor within thirty (30) days after receipt of an invoice from Licensor for any such fixed kilowatt hour usage, or metered kilowatt hour usage if the provision of such service is metered or submetered, at the applicable commercial rates in effect at the time of the billing, including the cost per kilowatt hour and other charges included in the applicable commercial rate. All invoices for electricity consumption shall be sent by Licensor to Licensee at Verizon Wireless, P.O. Box 2375, Spokane, Washington 99210-2375.

Said fixed kilowatt hour usage will be subject to change following any alteration to the proposed equipment electrical ratings.

- 4.5. **Payments Made.** All fees and/or additional payments shall be payable to Licensors. All payments shall be in lawful money of the United States of America, and shall be by check only—electronic funds transfer or credit card payments will not be accepted.
- 4.6. **Late Fee.** Any Pole Attachment Fee or other fee due by Licensee hereunder that remains unpaid for more than thirty (30) days after receipt of notice from Licensors of the non-receipt thereof shall be subject to interest at the rate of one percent (1%) per month until paid in full. Further, Licensee's failure to pay any Pole Attachment Fee or other fee, including accrued interest, during such thirty (30) day period shall be treated as a material Default under this Agreement.
5. **Additional License and Permits Required by Code.** To the extent not in contravention of any applicable Law, all of the Equipment will be installed, operated and maintained by or on behalf of Licensee in accordance with applicable provisions of the Code regulating wireless communications facilities. Licensee or its designee will be required to apply for and obtain a Permit issued by Licensors for work performed within the ROW, and the ROW will be used according to the plans submitted by Licensee and approved by Licensors in issuing a Permit. Execution of this Agreement or any Site Supplement does not constitute the issuance of a Permit. Additionally, Licensee will be required to submit an application for new electric service for each installation in accordance with all policies of Licensors and Licensors' electric utility.
6. **Basic Design and Installation Requirements for Using Municipal Facilities.** The basic design of the Equipment will be depicted in Exhibit 1 to each Site Supplement. All of Licensee's construction and installation work for its Equipment on the Municipal Facilities shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner, in accordance with any applicable industry standard, in accordance with Licensors standards, and promptly completed. When Licensors and Licensee have agreed on an existing Municipal Facility location as a suitable site for Licensee's Equipment but the existing Licensors-owned pole needs to be replaced or modified to accommodate the Equipment, then Licensee shall pay to Licensors all costs related to replacing the Licensors-owned pole and/or other work to accommodate the Equipment on the pole, including but not limited to installation of the replacement pole (the "Replacement Pole"), any required relocation of wires and equipment using the pole, whether used by the Ukiah Joint Use Agreement Parties or any other user, transfer of the streetlight fixtures and/or other items attached to the existing Licensors-owned pole to the Replacement Pole, and removal and salvage of the existing Licensors-owned pole, provided, however, that the approximate amount of such costs shall be approved in advance by Licensee. Payment of the replacement or modification costs shall not provide Licensee with any ownership interest in the Replacement Pole, and Licensors shall be deemed to own the original Licensors-owned pole and the Replacement Pole. The

installation or attachment of the Equipment using the Replacement Pole shall be at Licensee's sole cost and expense. All work associated with the replacement of said pole shall be done by Licensor, unless otherwise agreed to in the Site Supplement, and Licensee shall pay for all costs in accordance with Section 4.2. In no case will Licensee have access to or ability to occupy any conduits owned by Licensor. The costs of such work shall be approved in advance by Licensee and stated in the applicable Site Supplement.

7. **Common Conditions or Requirements Applicable to Site Supplements Issued Under this Agreement.**

7.1. Equipment Locations. For each installation, Licensee or its designee shall submit plans and specifications for Licensor review and approval. Upon Licensor approval, the approved plans shall be attached as Exhibit 1 to the applicable Site Supplement. If Licensee desires to add new locations or, subject to Section 2.4, make changes to existing locations, Licensee shall submit a proposed Site Supplement or amended and restated Site Supplement, whichever the case may be, indicating the additional Municipal Facilities that it wishes to use, or other site alterations.

7.2. Damage to Licensor Property. If Licensee damages or disturbs the surface or subsurface of any ROW or adjoining property, pole, streetlight fixture or other public or private improvement in the exercise of the rights granted through this Agreement, Licensee will promptly, at its own expense, and in a manner reasonably acceptable to Licensor, repair the damage or disturbance.

7.3. Public Emergency. In the event of an emergency or to protect the public health or safety, prior to Licensor accessing or performing any work on a Municipal Facility on which Licensee has installed Equipment, Licensor may require Licensee to deactivate such Equipment if any of Licensor's employees or agents must move closer to the Equipment than the FCC recommended minimum distance. In such case, Licensor will contact Licensee at (800) 264-6620 to request immediate deactivation. Licensor, through the Ukiah Electric Utility, reserves the right to de-energize the Equipment in the event of an emergency or if deemed necessary due to immediate safety concerns, provided, however, Licensor shall use commercially reasonable efforts to first provide reasonable notice to Licensee of the same.

7.4. Pole Replacement.

- (a) If a Municipal Facility needs replacement or repair due to a traffic accident or other unforeseen event (a "Pole Replacement"), Licensor will endeavor to promptly replace the applicable Municipal Facility. Upon completion of the replacement, Licensor shall notify Licensee in order for Licensee to install its Equipment. In the event of routine replacement of a

Municipal Facility, Licensor and Licensee will work collaboratively to facilitate the work to minimize disruption to either Party and their respective operations. Notwithstanding the foregoing, if Licensor determines that it is necessary to proceed with the replacement of a Municipal Facility despite its best efforts to work collaboratively with Licensee, it may nonetheless proceed to replace the Municipal Facility without liability of any kind to Licensee and Licensee shall bear all costs to remove and reinstall its Equipment.

- (b) In the event of a Pole Replacement where the Equipment has not been removed, Licensor will contact Licensee to pick up the Equipment and Licensee can reinstall its equipment once the replacement pole is installed and functioning as a Municipal Facility in accordance with the Site Supplement and any necessary Permits for work within the ROW. Should a damaged pole remain in temporary service adjacent to the replacement pole, Licensee will be notified to remove/relocate its equipment and will have up to thirty (30) days to accomplish said relocation (provided however, such time frame shall be extended as required in order to obtain any required Permit). If a relocation is not accomplished within such thirty (30) day period, Licensor has the right to remove the equipment and store it at its equipment yard at the sole expense of Licensee.
- (c) Licensor and Licensee may mutually agree to Licensee's temporary use of a Municipal Facility for its operation during a Pole Replacement period. The temporary location must be acceptable to both Licensor and Licensee. Conditions for such temporary use will be determined through negotiation at the time of such need.

7.5. Removal and Relocation.

- (a) Licensee understands and acknowledges that Licensor may require Licensee to relocate one or more of its Equipment installations. Licensee shall, at Licensor's direction and upon one hundred eighty (180) days prior written notice to Licensee, relocate such Equipment at Licensee's sole cost and expense whenever Licensor reasonably determines that the relocation is needed for any municipal purpose including but not limited to: (i) if required for the construction, modification, completion, repair, relocation or maintenance of a Licensor or other public agency project including the relocation of Equipment due to the installation of a traffic signal pursuant to Section 2.3(b); (ii) Licensor's designation of an underground utility district; (iii) because the Equipment is interfering with or adversely affecting proper operation of Licensor-owned Poles, traffic signals, communications or other Municipal Facilities; or (iv) Licensor is abandoning or removing the Municipal Facility. If due to a public emergency or for other imminent public requirement, as reasonably

determined by Licensor, the one hundred eighty (180) day period may be waived, and Licensor shall provide Licensee such notice as is reasonable given the circumstances. In any such case, Licensee may request a new Site Supplement for an equivalent alternate location. If Licensee shall fail to relocate Licensee's Equipment as requested by Licensor in accordance with the foregoing provision, Licensor shall be entitled to remove the Equipment at Licensee's sole cost and expense, without further notice to Licensee. If Licensee shall fail to relocate Licensee's Equipment as required herein, Licensee shall pay to Licensor the actual costs and expenses incurred by Licensor in performing any removal work and any storage of Licensee's property after removal within forty-five (45) days of the date of a written demand for this payment from Licensor.

- (b) In the event Licensee desires to relocate any Equipment from one Municipal Facility to another, Licensee shall so advise Licensor. Licensee shall submit to Licensor a new Site Supplement for consideration and approval or disapproval.

7.6. Non-exclusiveness. Subject to Section 7.7(d), the rights and privileges granted to Licensee under this Agreement, and each Site Supplement described herein, are non-exclusive.

7.7. Non-interference. The following provisions shall apply to ensure and/or avoid interference (both physical interference and radio frequency interference) resulting from Licensee's installation, operation and/or maintenance of its Equipment. Licensor communication is critical to public safety and the ability of Licensor to provide essential services. Therefore, Licensor's communications systems shall be considered primary and essential, whereas Licensee's communications are secondary to Licensor and any other public safety entities.

- (a) RF Interference. Licensee shall ensure that the Equipment will not cause radio frequency interference with wireless communication facilities or devices, cable television, broadcast radio or television systems, satellite broadcast systems, or Licensor traffic, public safety or other public service communications signal equipment existing at the time of installation of the Equipment or at any time in the future. Further, Licensee shall not install, operate, or allow the use of equipment, methodology or technology that interferes with or is likely to interfere with the optimum effective use or operation of Licensor's existing or future public safety, emergency or other public service communication equipment, methodology or technology (i.e., voice or other data carrying, receiving or transmitting equipment).
- (b) Existing Uses. Licensee shall not interfere in any manner with the existing uses of Licensor property including the ROW, and including sanitary sewers, water mains, storm drains, gas mains, poles, aerial and

underground electric and telephone wires, streetlight fixtures, cable television, and other telecommunications, utility, sidewalks, streets, bicycle lanes and municipal property without the express written approval of the owner(s) of the affected property or properties.

- (c) Licensor Communications. Licensee shall not interfere in any manner with current or future Licensor public safety or public service communication equipment or signals.
- (d) Licensor Interference. Licensor agrees that it shall use commercially reasonable efforts to include a provision in any future agreements with any proposed tenants, licensees or users of the ROW who take possession of space within the ROW after the Effective Date of the correspondent Site Supplement that said tenant, licensee or user shall install only such equipment that does not cause commercially unreasonable and harmful interference with Licensee's existing licensed equipment within the ROW which is measurable in accordance with the then existing industry standards. Licensee shall be named in said agreement as a third-party beneficiary with the same rights as Licensor to enforce that provision of the agreement. Licensor and Licensee acknowledge and agree that, in the event any other tenants, licensees or users of the ROW cause commercially unreasonable and harmful interference with Licensee's Equipment, Licensee shall pursue any correspondent claims directly against such interfering party to final adjudication. Notwithstanding the foregoing, Licensor and Licensee acknowledge and agree that the obligations of Licensor and the rights of Licensee pursuant to this Section 7.7(d) are expressly subject to (a) Licensor's use of the ROW for public safety and public service purposes as set forth herein, (b) any existing contractual obligations of Licensor, and (c) the then-existing equipment of other tenants, licensees or users of the applicable ROW as of the Effective Date of the correspondent Site Supplement. Additionally, in the event of a breach by Licensor of its obligations under this Section 7.7(d), Licensee's sole remedy as to Licensor shall be limited to equitable remedies, including injunctive relief and specific performance, and without any right of recovery of monetary or compensatory damages, or attorney's fees or costs.
- (e) Remedies. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of twenty-four (24) hours following notice to the interfering party via telephone to Licensee's Network Operations Center at (800) 264-6620, Licensee shall immediately reduce transmitter power or discontinue use of the equipment, methodology or technology that causes the interference until Licensee takes corrective measures to alter the Equipment to eliminate such interference. If the Equipment is causing such interference, any such

corrective measures shall be made at no cost to Licensors. If requested by Licensors, Licensee shall provide to Licensors notice containing a list of the radio frequencies Licensee is using at leased facilities.

8. **Damage to Licensee's Equipment.** In the event of any damage to Licensee's Equipment, Licensors shall have no liability or responsibility to repair the same unless such damage arose from the negligence or willful misconduct of Licensors, its employees, agents or contractors; provided, however, in such case, Licensors's liability shall be limited to the cost to repair or replace the same.
9. **Title and Ownership.**
 - 9.1. **Title to the Municipal Facility.** Title to the Equipment, exclusive of the Municipal Facility (original or replacement) used for support, but including ground mounted equipment, shall remain with Licensee and shall constitute Licensee's personal property and equipment, and not fixtures or improvements attached to the land.
 - 9.2. **No Ownership in Licensors Property.** Neither this Agreement, nor any license issued herein, nor any Permit separately issued for installation of any Equipment, regardless of the payment of any fees and charges, shall create or vest in Licensee any ownership or property rights in any portion or elements of the Municipal Facilities, the underlying real property on which any Licensors owned poles or any Equipment is located, or any portion of the ROW. Additionally, except as otherwise expressly provided herein, Licensee acknowledges that this Agreement does not constitute or create a leasehold interest or right to the benefit of any Licensors property or portion thereof. Nothing contained in this Agreement shall be construed to compel Licensee to construct, retain, extend, place or maintain any poles or other facilities for the benefit of Licensors which are not needed for Licensee's own service requirements.
 - 9.3. **"As Is" Condition.** Subject to Section 10, Licensee accepts the Municipal Facilities identified in any Site Supplement, or any Replacement Pole, in its "AS IS" condition, without representation or warranty of any kind by Licensors, or any Licensors officer, agent, or employee, and subject to all applicable laws, rules and ordinances governing the use of the Licensors poles or Licensors for Licensee's intended purpose.
10. **Maintenance and Repair.** Subject to Section 7.2, Licensors shall maintain and keep the Municipal Facilities containing Equipment in good condition and in accordance with Licensors's standard maintenance requirements, at its sole cost and expense. Licensee shall keep the Equipment and other improvements by Licensee on the Municipal Facilities, if any, in good repair.

11. **Hazardous Substances.** Licensee agrees that Licensee, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose of any Hazardous Substance on, under, about or within the area of a Municipal Facility or the ROW in which it is located in violation of any applicable federal, state, county or local law or regulation. Except to the extent of the negligence or intentional misconduct of Licensor, Licensee will pay, indemnify, defend and hold Licensor harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee pursuant to this Agreement. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance by or on behalf of Licensee will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that Licensee is only using a small portion of the ROW and that Licensee shall not be responsible for any environmental condition or issue except to the extent resulting from Licensee's specific activities and responsibilities under this Agreement.
12. **Indemnity.** Licensee shall indemnify and hold Licensor and its employees, contractors or agents harmless against and from any claim of liability or loss from personal injury or property damage (i) resulting from or arising out of the negligence or willful misconduct of Licensee, or (ii) based on a claim of inverse condemnation arising out of the presence of Equipment on Municipal Facilities, except to the extent such claims or damages may be due to or caused by the sole negligence or willful misconduct of Licensor or its employees. Licensor will provide Licensee with prompt, written notice of any claim covered by this indemnification; provided that any failure to provide any such notice, or to provide it promptly, shall not relieve Licensee from its indemnification obligation in respect of such claim. Licensor shall cooperate appropriately with Licensee in connection with its defense of such claim. Licensee shall defend Licensor, at Licensor's request, against any claim with counsel reasonably satisfactory to Licensor. Licensee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of Licensor and without an unconditional release of all claims by each claimant or plaintiff in favor of Licensor.
13. **Insurance Requirements.**
- 13.1. **Licensee's Insurance.** Licensee shall procure and maintain insurance in the amounts and form specified in attached Exhibit B.
- 13.2. **Certificates.** If a certificate of insurance is submitted as verification of coverage, Licensor will reasonably rely upon the certificate as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, Licensee must forward renewal or replacement certificates to Licensor within fifteen (15) business days after the renewal date containing all the necessary insurance provisions.

14. **Assignment/Subletting.**

- 14.1. This Agreement and each license granted herein is personal to Licensee and for Licensee's use only. Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder. Subject to Section 14.3, this Agreement and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Any Agreement which is assigned or otherwise transferred pursuant to this Section shall be equally subject to all the obligations and privileges of this Agreement, including any amendments, which will remain in effect as if the assigned Agreement was the original Agreement. After assignment, this Agreement, including any amendments, shall be binding on the assignee to the full extent that it was binding upon Licensee.
- 14.2. Any non-permitted transfer or assignment of the right to attach Equipment to a Licensor-owned pole shall be void and not merely voidable. Licensor, in its sole discretion and in addition to all other lawful remedies available to Licensor under this Agreement, may collect any fees owed from Licensee all without prejudicing any other right or remedy of Licensor under this Agreement. No cure or grace periods shall apply to transfers or assignment prohibited by this Agreement or to the enforcement of any provisions of this Agreement against a transferee or assignee who did not receive Licensor's consent.
- 14.3. Notwithstanding anything to the contrary in this Section 14, without any approval or consent of Licensor, this Agreement and/or any Site Supplement may be sold, assigned or transferred by Licensee to (i) any entity in which Licensee directly or indirectly holds a controlling equity or similar interest; (ii) any entity which directly or indirectly holds a controlling equity or similar interest in Licensee; or (iii) any entity directly or indirectly under common control with Licensee. Licensee may assign this Agreement and/or any Site Supplement to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Municipal Facility is located by reason of a merger, acquisition or other business reorganization without approval or consent of Licensor.
15. **Default.** It is a "Default" if either Party fails to comply with this Agreement or any Site Supplement and does not remedy the failure within (i) fifteen (15) days after written notice by the other Party for a monetary breach, or (ii), as to any other breach of this Agreement, thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice.

16. **Remedies.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may terminate this Agreement if the Default affects all Site Supplements and the Agreement as a whole, or any Site Supplement subject to the Default, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the State of California.
17. **Surrender.** Within ninety (90) days of the expiration of the Supplement Term of any Site Supplement, or upon the earlier termination thereof, Licensee shall remove all Equipment attached or ground mounted, at its sole expense, shall repair any damage to the Municipal Facilities or the ROW caused by such removal, and shall restore the Municipal Facilities to the condition in which they existed prior to the installation of the Equipment (whether attached or ground mounted), reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted.
18. **Notices.** Any notice, request, demand, statement or consent herein required or permitted to be given by either Party to the other hereunder, shall be in writing signed by or on behalf of the Party giving the notice and addressed to the other at the address as set forth below:

Licensor:

City Manager
City of Ukiah
Ukiah Civic Center
300 Seminary Avenue
Ukiah, California 95482

With copy to:

Director Electric Utility
City of Ukiah
Ukiah Civic Center
300 Seminary Avenue
Ukiah, California 95482

Licensee:

Cellco Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Each party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address. Each notice, demand, request or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served or sent for all purposes hereunder (i) two (2) business days after it shall be mailed by United States registered or certified mail, postage prepaid and return receipt requested, in any

post office or branch post office regularly maintained by the United States Postal Service, (ii) upon personal delivery, or (iii) one (1) business day after deposit with any recognized commercial air courier or express service. Any communication made by e-mail or similar method shall not constitute notice pursuant to this Agreement.

19. **Miscellaneous.**

- 19.1. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all negotiations, understandings or agreements. Any amendments to this Agreement must be in writing and executed by both Parties.
- 19.2. **Severability.** If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 19.3. **Governing Law.** This Agreement shall be governed by the laws of the State of California without regard to choice of law rules.
- 19.4. **Exhibits.** All Exhibits referred to and attached to this Agreement are incorporated herein by reference.
- 19.5. **Authority to Execute.** Any individual executing this Agreement on behalf of or as representative for a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such party, and this Agreement is binding upon such party in accordance with its terms. Licensor hereby designates and authorizes the Director of the Ukiah Electric Utility to execute all Site Supplements entered into under this Agreement. This designation and authorization may be changed by Licensor upon written notice to Licensee.
- 19.6. **No Waiver.** A Party shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.
- 19.7. **Force Majeure.** With respect to any provisions of this Agreement, the violation or non-compliance of any term of this Agreement which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon a Party, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such Party's reasonable control.

- 19.8. Limitation of Liability. Except for indemnification pursuant to Section 12, neither Party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 19.9. Waiver of Jury Trial. Each of the Parties hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement or the transactions contemplated hereby. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
20. Consent of Ukiah Joint Use Agreement Parties. Pursuant to the Ukiah Joint Use Agreement, Licensors and Licensees acknowledge and agree that the parties have obtained the requisite consent of the Ukiah Joint Use Agreement Parties as necessary for Licensee's use permitted hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of _____, 2019 (the "Execution Date").

LICENSOR:

City of Ukiah, a municipal corporation

By: _____
Name: _____
Title: _____

LICENSEE:

Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

EXHIBIT A

Form of Site Supplement

Supplement

This Supplement ("Supplement"), made this ____ day of _____, 20____ ("Effective Date") between the City of Ukiah, a municipal corporation, with an address of Ukiah Civil Center, 300 Seminary Avenue, Ukiah, California 95482, hereinafter designated "Licensor," and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, with its principal offices at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated "Licensee":

1. Supplement. This is a Site Supplement as referenced in that certain Agreement for the Use of Licensor Property in Connection with the Operation of a Wireless Network, between Licensor and Licensee dated _____, 20____ ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of the Agreement shall govern unless otherwise stated in this Supplement. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. Project Description and Locations. Licensee shall have the right to use the Municipal Facility or Non-Municipal Facility for Equipment at the designated areas in the ROW as further depicted in Exhibit 1 attached hereto (the "Licensed Area").
3. Equipment. The Equipment to be installed at the Licensed Area is depicted in Exhibit 1 attached hereto.
4. Term. The term of this Supplement shall be as set forth in Section 3.2 of the Agreement.
5. Fees. The initial annual Attachment Fee for the term of this Supplement shall be _____, as determined in accordance with the Agreement, and as adjusted by Section 4.1 of the Agreement.
6. Commencement Date. The first day of the month following the date Licensee has commenced installation of its Equipment at the Licensed Area.
7. Approvals/Fiber. It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively, the "Governmental Approvals") that may be required by any federal, state or local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee use of the Licensed Area as set forth above. In the event that (i) any of such applications for

such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licenser in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All license fee payments paid to said termination date shall be retained by Licenser. Upon such termination, this Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of the Attachment Fee to Licenser.

8. Consent of Ukiah Joint Use Agreement Parties. Pursuant to the Ukiah Joint Use Agreement, Licenser and Licensee acknowledge and agree that the parties have obtained the requisite consent of the Ukiah Joint Use Agreement Parties as necessary to permit Licensee's use of the Licensed Area hereunder.

9. Miscellaneous. _____.

[Signature page follows]

EXECUTED to be effective as of the date shown above.

LICENSOR:

City of Ukiah, a municipal corporation

By: _____
Name: _____
Title: _____

LICENSEE:

Cellco Partnership, a Delaware general
partnership, d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

Exhibit 1

Equipment and Municipal Facility

[see attached]

EXHIBIT B

Licensee's Minimum Insurance Requirements

1. General.

A. Prior to performing work under this Agreement, Licensee shall furnish Licensor a certificate of insurance on a standard insurance industry ACORD form. Licensee shall also provide a blanket additional insured endorsement including Licensor as an additional insured as its interest may appear under this Agreement, excepting Workers Compensation and Employer's Liability insurance. The insurance coverage required must be issued by an insurance provider admitted to issue insurance in the State of California, possessing a current A.M. Best, Inc. rating of A-VII or better, and coverage shall be reasonably satisfactory to Licensor.

B. Licensee shall procure and maintain the insurances set forth below. Licensee shall also require any of its contractors to obtain and maintain substantially the same coverage as required of Licensee until all of their obligations have been discharged.

C. The insurance requirements set forth below in no way limit the indemnity covenants contained in this Agreement.

D. Licensor in no way warrants that the insurance limits contained in this Agreement are sufficient to protect Licensee from liabilities that might arise out of the performance of this Agreement by Licensee and its contractors, and Licensee is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Licensee from, nor will it be considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2. Scope and Limits of Insurance. Licensee shall provide coverage with limits of liability stated below.

A. Commercial General Liability Insurance-Occurrence Form. Licensee must maintain Commercial General Liability insurance with a limit of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 general aggregate including premises-operations, products and completed operations, independent contractor, contractual liability, personal injury and advertising injury.

B. Commercial Automobile Liability Insurance. Licensee must maintain Commercial Automobile Liability insurance in the amount of \$1,000,000.00 combined single limit each accident for bodily injury and property damage covering all of Licensee owned, hired and/or non-owned vehicles assigned to or used in the performance of Licensee's work or activities under this Agreement.

C. Workers Compensation and Employers Liability Insurance. Licensee must maintain Workers Compensation insurance in compliance with the statutory requirements of the state of operation and Employer's Liability insurance with a limit of \$1,000,000.00 for each accident, \$1,000,000.00 disease for each employee, and \$1,000,000.00 disease-policy limit.

D. Builders' Risk/Installation Floater Insurance. Builders' Risk/Installation Floater insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or (ii) until no person or entity, other than Licensor, has an insurable interest in the property required to be covered.

- (1) The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by Licensor.
- (2) The Builders Risk/Installation Floater insurance must include as named insureds, Licensor, Licensee and all tiers of contractors and others with an insurable interest in the work.
- (3) Licensee is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

3. **Additional Policy Provisions Required.**

A. Miscellaneous Provisions.

- (1) Licensee's insurance coverage must be primary insurance with respect to Licensor, its officers, officials and employees and written on an occurrence basis. Any insurance or self-insurance maintained by Licensor, its officers, officials and employees shall be in excess of the coverage provided by Licensee and must not contribute to it.
- (2) Licensee's insurance must apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (3) The policies must contain a severability of interest clause and waiver of subrogation against Licensor, its officers, officials and employees, for losses arising from work performed by Licensee for Licensor.
- (4) Licensee is required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of one (1) year following completion and acceptance of the work. Licensee must submit a certificate of insurance evidencing Commercial General Liability

insurance during this period evidencing the insurance requirement and including the required additional insureds set forth herein.

- (5) If a certificate of insurance is submitted as verification of coverage, Licensor will reasonably rely upon the certificate of insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.
- (6) Upon receipt of notice from its insurer, Licensee shall use its best effort to provide Licensor with thirty (30) days prior written notice of cancellation. Such notice shall be sent directly to City of Ukiah, 300 Seminary Avenue, Ukiah, California 95482.

B. Licensor as Additional Insured. The above-referenced policies shall, excluding workers compensation and employer's liability, include Licensor, its officers, officials and employees as an additional insured as their interest may appear under this Agreement with respect to liability arising out of activities performed by Licensee.

EXHIBIT C

Ukiah Joint Use Agreement

[see attached]



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Approving the Fiscal Year 2019-20 City Budget, and Adoption of the Corresponding Gann Limit Resolution.

DEPARTMENT: Finance

PREPARED BY: Daniel Buffalo

ATTACHMENTS:

[Attachment 1: CIP -5 year-FY 19-20](#)

[Attachment 2: Vehicle Justification Sheets - FY 19-20](#)

[Attachment 3: Gann Limit Resolution](#)

[Attachment 4: FY 19-20 Budget Resolution](#)

Summary: Council will consider adopting the annual City of Ukiah Budget for the fiscal year 2019-20 including revenue estimates, appropriations, other financing sources and uses estimates (including transfers) for all funds.

Background: A budget for local government is meant to be a dynamic, malleable, and useful tool for decision-makers and the community. It conveys a number of different messages to the community served, including how available resources will be allocated. The budget is encapsulated in a single document to deliver that message. The City's Management Team recognizes and appreciates the City Council's support for a well-developed and clear budget document. The presented budget document represents a continued improvement in content, form, and presentation and is a continuation of the framework developed last year to

RECOMMENDED ACTION: Adopt Resolution approving the Fiscal Year 2019-20 City Budget, and adopt the corresponding Gann Limit Resolution.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

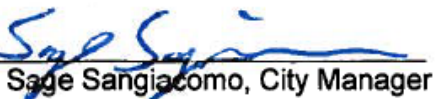
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; Daphne Harris, Management Analyst - Finance; Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

meet the highest professional standards of budgeting.

The City's budget was developed utilizing the City's Enterprise Resource Planning (ERP) software referred to as "Munis." All departments maintain budget custody of their respective appropriation requests, and all data and many of the reports in this document are generated directly from the system. The budget in its entirety is delivered through the OpenGov platform.

We began our process in late December, 2018. New and existing objectives for 2019-20 were identified by each department. They reinforced the five strategic planning areas established by the Council:

1. Enhance our neighborhoods
2. Develop quality infrastructure
3. Plan for the future
4. Grow our businesses
5. Value our team.

Above all, this recommended budget provides for the highest standard of service delivery to the citizenry of Ukiah at the best possible price. It is a structurally balanced spending plan that positions the City to maintain effective and efficient service levels for the upcoming budget year and beyond.

Departments and divisions have tailored their individual goals with these strategic priorities in mind and structured their budgets accordingly. Additional department-specific priorities were also identified during the budget process, and we worked to finance those activities.

The budget document presents information and data at the fund level, a departmental/division summary level, and a department/division detail expenditure/revenue line level. The detail is delivered through a new web-based application called OpenGov. From there, any reader of the budget can navigate and review any specific element of the budget.

The Fiscal Year 2019-20 budget continues to build upon the effort to refocus service delivery and resources to Council-directed priorities while maintaining a balanced and sustainable fiscal spending plan. Public Safety services and utility operations remain a priority focus and represent the majority of the City's annual budgetary spending. This year's budget also represents continued effort to invest in infrastructure, considered important community projects, of which many have been in development for a number of years, including completion of the recycled water project. Additional investment in street maintenance and improvement will be a strong focus for the City as it works to plan and deploy Measure Y resources.

Discussion: During Budget Unit presentations on Tuesday, June 11, 2019, Council reviewed and requested several minor revisions, most notably related to document format and presentation. Staff noted additional items for revision as well. Additional note disclosures requested by Council have been added during the final review process. The entire budget document is presented through the OpenGov platform, a web-based platform that allows for significant functionality when viewing and analyzing budgetary information. The budget through OpenGov can be found by following this link:

https://stories.opengov.com/ukiahca/published/N_RBJhMwj

This page is the cover of the budget document, including a table of contents at the bottom. Each budget story can be accessed by clicking on its respective link in the table of contents. All major sections have been completed and linked. Staff will continue to make minor formatting changes which when complete will be uploaded to the live links for immediate viewing.

The OpenGov platform is best viewed through the Google Chrome web browser. It is a free application and can

be found at the following link, complete with download and installation instructions:

<https://www.google.com/chrome/>

The City's Five-year capital improvement program schedule is attached here as Attachment 1. Also included as Attachment 2 are the vehicle and equipment justification sheets for capital items included in the CIP.

Further, for Council consideration is the Appropriations (Gann) Limit calculations and associated resolution (Attachment 3). This information is part of the overall budget document.

Staff recommends Council's adoption of the Budget Resolution (Attachment 4 - added to agenda 6/18/19)) approving the annual City of Ukiah Budget for Fiscal Year 2019-20.

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
JULY 2019

FACILITIES/BUILDINGS/LAND																							
COMMUNITY SERVICES DEPARTMENT																							
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status		
							Start	End						19/20	20/21	21/22	22/23	23/24					
Todd Grove Park Pathways	Pathways deteriorating beyond repair, need to be replaced.	Parks	10022100.80220	18102	N/A	Deferred	2019	2020	General	No	New Revenues				\$	150,000				\$	150,000	Moved to FYE 2021	Reviewed
McGarvey Park Pathways	Pathways deteriorating beyond repair, need to be replaced.	Parks	10022100.80220	18116	N/A	New	2021	2022	General	No	New Revenues					\$	75,000			\$	75,000		Reviewed
McGarvey Park Irrigation	Replace Irrigation System	Parks	10022100.80220	18103	N/A	New	2023	2024	General	No	New Revenues							\$	100,000	\$	100,000		Reviewed
Pool Pump House	The pool pump house pool is in need of replacement due to age and general deterioration of the building.	Parks	10022100.80220	18012	N/A	Deferred	2020	2022	General	No	New Revenues	Looking for funding.			\$	50,000	\$	200,000		\$	250,000	Project was formerly called "Pool Block House". Looking for funding; Moved \$50k for design and specs to FYE 21; Moved \$200k for construction to FYE 22.	Reviewed
Riverside Park	State grant to provide some grading, flood surveying, debris removal and planting.	Parks	30522250.80220	18014	N/A	In Progress	2018	2020	Grant	Yes	New Revenues	Grant funded.	\$	231,243	\$	882,457				\$	1,113,700	RFP for design process is complete 12/2018; permitting and construction to begin late spring 2020.	Reviewed and Supported
Wagenseller Park	In 2017 the Community Development Department began work on a Wagenseller Park Feasibility Analysis. After taking public input the analysis will be completed in 2018. It has been determined through the analysis and other surveys a park is needed in the Wagenseller area. Community Services is working on the necessary steps for developing a park, they are; acquiring property, park planning then construction.	Parks	10022100.80220	18063	N/A	New	2022	2023	Capital Projects	No	New Revenues	Staff is researching acquisition funding along with park development funding to complete the project.					\$	950,000		\$	950,000	Working with RCHDC to determine location	Reviewed
Splash Pad	This project would solve multiple issues at the Municipal Pool Facility. The first is a safety issue for young children and non-swimmers, our pool's current minimum depth is 3.5' which is quite deep for children under 5 years old. The second issue is that of wasted space. We have a 30' x 90' area which was previously a kiddo pool area that is now unusable and defunct. A splash pad is a flat area with water features such as jets, fountains and overhead sprays which provides a "zero depth" space for safe water play. They are very popular and would be an additional attraction to the pool facility, resulting in increased usage and revenue. A splash pad would solve both the safety issue and maximize the pool facility. Minimal maintenance issues have been reported by other facilities, due to a recirculating system there would be zero water loss (except evaporation) and the splash pad would only require the addition of one lifeguard to the staffing rotation. The current estimated cost is \$200,000 with the Friends of Todd Grove Pool and the Parks, Recreation and Golf Commission already on board to help fundraise for the project. The splash pad area will be ADA accessible and will be inclusive for children with disabilities.	Aquatics	10022300.80220	17048	N/A	New	2019	2020	Grant	Yes	New Revenues	Staff plans to begin fundraising and seek grant funding for this project in fiscal year 18/19.		\$	7,500		\$	200,000		\$	207,500	Council refers to Park & Recreation Commission for review and consideration for concept and funding. PRGC supports the project, State Park funds possible source of funding. \$7,500 requested of General Funds for FYE 20 for design work.	Explore
Todd Grove Park Wall and Parking Safety Issues	Improve the maintenance plan of the wall, as well as parking safety issues around the park.	Parks	10022100.80220	18071	N/A	New	2019	2021	General	Yes	New Revenues	Other funding sources being sought.		\$	12,000					\$	12,000	Wall maintenance funding for FYE 20 identified. Council refers to Park & Recreation Commission for review and consideration for concept and funding for parking & safety issues.	Explore
Civic Center Reconfiguration - Shared Cost	Reconfiguration of Civic Center customer service and finance areas. Two divisions share this cost. Total cost: \$175,000	Building & Grounds Maintenance	20822500.80220	15038	Shared cost with Utility Billing Fund 208.	Deferred	2019	2021	Internal Service	Yes	Reserves	Utilizing Building Fund Reserves.	\$	16,100		\$	95,000			\$	111,100	Project is in design status. Defer to FYE 21 due to other Capital Projects in progress.	Reviewed and Supported
Civic Center front of building replacement of tile, clean and paint.	Tile missing and/or broken, front of building needs cleaning and painting.	Building & Grounds Maintenance	20822500.80220	18106	N/A	New	2019	2020	General	Yes	New Revenues	Utilizing Building Fund Reserves.		\$	45,000					\$	45,000		Reviewed
Civic Center Bathroom Tile	The tiles in the bathrooms at the Civic Center have come loose and are creating a tripping hazard. Tile needs to be removed and replaced. Cement floor needs to be treated to exclude calcium intrusion.	Building & Grounds Maintenance	20822500.80220	18107	N/A	Deferred	2019	2020	General	Yes	Current Revenues	Utilizing Building Fund Reserves.			\$	35,000				\$	35,000	Moved to FYE 2021	Reviewed
Council Chamber Technology Upgrade	The technology in the Council Chamber is failing. Software and hardware that control the PTZ camera has failed. Other audio equipment and speakers are end of life and do not operate at a reasonable quality level. The camera technology is aged and picture quality is not acceptable and video streaming needs to be HD content for better viewing. This will bring the technology to a current functional level. This will also provide constituents a quality experience when viewing from home or attending our City Council meetings.	Building & Grounds Maintenance	20822500.80220	15016	N/A	In Progress	2018	2020	Internal Service	Yes	Reserves	Utilizing Building Fund Reserves.	\$	28,500	\$	150,000				\$	178,500	Project in process, design engineer identified. Expect design contract to be entered in FYE 19, with project build FYE 20. Requesting partial rebudget.	Reviewed and Supported
Picnic Area at Todd Grove Park	The Todd Grove picnic area is in need of replacing the asphalt surface area, barbeque and tables. There is currently \$50,000 in Park Development Funds 25100000.39044 to begin planning and design of the area.	Parks	25122100.80220	18013	N/A	New	2019	2020	Capital Projects	No	New Revenues	Utilizing Park Development funds. Will also be seeking grant funding.	\$	50,000	\$	50,000				\$	100,000	FYE 19 currently funded, FYE 20 is not.	Budget Adopted
Replace Summer Safari Building located at Todd Grove Park	Summer Safari staff use the building as an office, breakroom, parent meetings, storage and bathrooms. The building is in need of replacement.	Parks	10022100.80220	18105	N/A	New	2023	2024	Capital Projects	No	New Revenues							\$	75,000	\$	75,000	The building is deteriorating and general maintenance will no longer fix ongoing issues	Reviewed
Todd Grove Park Play Equipment Replacement	The State of California Health and Safety Code calls for all public agencies operating playgrounds, shall upgrade their playgrounds by replacement or improvements as necessary. Replacement is necessary due to the age of the equipment, the rising cost of replacement pieces, and safety concerns.	Parks	10022100.80220	18009	N/A	Ongoing	2019	2020	Grant	No	New Revenues			\$	230,000					\$	230,000	Prop 68 Per Capita Funding	Reviewed
Playground Equipment Replacement - Oak Manor	Replacement of this equipment is necessary, due to the age and high usage of this equipment, as well as safety concerns. Staff will be seeking grant funds to assist with the cost.	Parks	10022100.80220	18010	N/A	New	2022	2023	Grant	No	New Revenues	Seeking grant funding.					\$	100,000		\$	100,000		Reviewed
Softball Fields Restroom Concession Building Roof Replacement	Replace roof at softball fields	Parks	30122210.80220	18110	N/A	New	2020	2021	General	No	New Revenues				\$	30,000				\$	30,000	Roof currently has some leakage and panels are peeling up.	Reviewed

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FIVE YEAR CAPITAL IMPROVEMENT PLAN*
JULY 2019

Museum Roof Partial Repair/Replacement	Replace a portion of the roof of the Museum, or at least the underlayment. A good portion of the roof is now 30 years old and leaks are appearing in the older part of the building. Additionally, the beams under the front awning are suffering from wood rot, as is a section of the exterior under-roof at the southeast end. Benefits are to ensure protection of the building's exterior and the art and artifacts housed within the buildings, as well as ensure the safety of the visiting public and Museum staff.	Museum	10022700.80220	18021	N/A	In Progress	2018	2024	General	Yes	Reserves	Seek funding assistance for future repairs.	\$ 4,000	\$ 25,000				\$ 350,000	\$ 379,000	FYE 20 budget reduced from \$100k. Working with architectural consultant to determine best use of the \$25,000. Waiting now on consultant report. Strong likelihood that funding will only cover the repair of beams. Roof will need to have complete replacement. Seek alternate funding.	Reviewed and Supported
Museum Exterior Painting	Museum exterior is in need of painting to ensure on-going protection of the wood surface. According to staff it has been close to ten years since last exterior painting. Major benefits include the protection of a major City asset and the maintaining of the beauty of the building for the public.	Museum	10022700.80220	18023	N/A	Deferred	2020	2021	General	No	New Revenues	Seek funding assistance.			\$ 35,000				\$ 35,000	\$35k removed from FYE 20. Seek alternate funding.	Reviewed
Museum LED Lighting	Replace aging gallery lighting fixtures and change out bulbs from halogen to LED. Original fixtures are nearing the end of their life span and failing at an accelerated rate. Currently the Museum has no extra fixtures to spare. LED lighting has the following major benefits: 1) Energy efficiency that can reduce electricity bills by 30-50% annually, plus are more environmentally friendly; 2) Significantly longer lifespan of each bulb reduces amount of time staff spends changing out bulbs and the annual expenditure on bulbs; 3) Greater protection of art work and artifacts as LED bulbs emit far less infrared and ultraviolet rays. This project would require a large expenditure at the beginning, with cost savings in electricity and bulb purchasing leading to greater savings over time.	Museum	10022700.80220	18024	N/A	New	2019	2020	General	Yes	Current Revenues	Public Benefits Demonstration Project		\$ 25,000					\$ 25,000	Energy audit 95% complete; need to identify lighting vendor to complete audit	Reviewed
Security Cameras at Museum	Outdoor security cameras for protection of property.	Museum	10022700.80220	18111	N/A	Deferred	2019	2020	Special Revenue	No	New Revenues	Seek funding assistance.			\$ 14,000				\$ 14,000	\$14k removed from FYE 20. Seek alternate funding.	Reviewed
Conference Center Exterior Painting	Building exterior needs painting	Ukiah Valley Conference Center	73022600.80220	18112	N/A	New	2019	2020	Enterprise	No	New Revenues				\$ 45,000				\$ 45,000	Funding not secured, planning for routine maintenance.	Reviewed
Conference Center Floor Repair	Lobby tiles are loose and missing, becoming a safety hazard, need to be replaced.	Ukiah Valley Conference Center	73022600.80220	18113	N/A	New	2019	2020	Enterprise	Yes	Current Revenues			\$ 15,000					\$ 15,000	A lime intrusion has lifted tiles from conference center foyer	Reviewed
Conference Center Security	Security cameras and keyless entry systems.	Ukiah Valley Conference Center	73022600.80220	18114	N/A	New	2022	2023	Enterprise	No	New Revenues						\$ 100,000		\$ 100,000	Looking for funding.	Reviewed
Conference Center Roof Repair	Roof sheeting rotting under Duralast product, needs to be replaced	Ukiah Valley Conference Center	73022600.80220	18115	N/A	New	2019	2020	Enterprise	Yes	New Revenues			\$ 25,000					\$ 25,000	No quotes yet. Recent drain failure caused damage in tenant store. It is imperative to repair.	Reviewed
Paint offices and Conference Rooms - Conference Center	Paint the interior offices and conference rooms.	Ukiah Valley Conference Center	73022600.80220	18030	N/A	In Progress	2019	2020	Enterprise	Yes	Current Revenues		\$ 12,425	\$ 15,000					\$ 27,425		Reviewed
SUB-TOTAL:													\$ 342,268	\$ 1,481,957	\$ 454,000	\$ 475,000	\$ 1,150,000	\$ 525,000	\$ 4,428,225		
ELECTRIC UTILITY DEPARTMENT																					
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status
							Start	End						19/20	20/21	21/22	22/23	23/24			
Electric Utility Service Center - Remodel & Facility Improvements	Provides offices and warehouse facilities for the Electric Utility Dept. to better serve the community. Currently offices are located in 40 year old temporary modular buildings with no foundation. The electrical construction and maintenance materials are stored in an uninsulated unsealed tin building.	Administration	80126100.80220	17023	N/A	In Progress	2017	2021	Enterprise	Yes	Current Revenues		\$ 350,000	\$ 1,700,000	\$ 120,000	\$ 30,000	\$ 10,000		\$ 2,210,000	Expanded scope including re-roof task. Re-budgeted due to planning and design scheduling.	Reviewed and Supported
Renewable Resource Development - Solar	Renewable energy development for the Utility's resource portfolio in meeting the States green energy mandates.	Administration	80126100.80220	ECC01	N/A	In Progress	2018	2024	Enterprise	Yes	Current Revenues		\$ 1,100,000	\$ 1,200,000	\$ 600,000	\$ 50,000	\$ 600,000	\$ 400,000	\$ 3,950,000	Rebudgeted to insure replacement roofing system meets building, solar and grading requirements.	Reviewed and Supported
Hydroelectric Plant Warehouse, Shop and Restroom	Needed to store hydro specialized plant materials, spare parts, provides staff workspace and restroom/sink facilities.	Technical Services	80126100.80230	18038	N/A	In Progress	2018	2020	Enterprise	Yes	Current Revenues		\$ 12,000	\$ 190,000					\$ 202,000	New rebudgeted project.	Reviewed
Substation Site Development	Evaluate the need and sites available to construct a future electrical substation to serve future loads based on planning forecasts of the City's growth.	Technical Services	80126100.80230	18046	N/A	New	2020	2022	Enterprise	Yes	Current Revenues				\$ 20,000	\$ 300,000			\$ 320,000		Reviewed
Gobbi Material Yard	Material storage yard, driveway and fence improvements	Construction	80126100.80230	18117	N/A	New	2019	2020	Enterprise	Yes	Current Revenues			\$ 45,000					\$ 45,000		Reviewed
SUB-TOTAL:													\$ 1,462,000	\$ 3,135,000	\$ 740,000	\$ 380,000	\$ 610,000	\$ 400,000	\$ 6,727,000		
FINANCE DEPARTMENT																					
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status
							Start	End						19/20	20/21	21/22	22/23	23/24			
Civic Center Reconfiguration - Shared Cost	Reconfiguration of Civic Center customer service and finance areas. Two divisions share this cost. Total cost: \$175,000	Utility Billing	20513300.80220	15038	Shared cost with Utility Billing Fund 205.	Deferred	2018	2021	Internal Service	Yes	Reserves	Existing Utility Billing Fund reserves.				\$ 100,000			\$ 100,000	Project is in design status. Deferred to FYE 21 due to other Capital Projects in progress.	Reviewed
Card Lock Phase II	The Police Department is in need of providing a more controlled, secure environment for their officers and employees. Card lock provides access security to all entrances and exits using key fobs and access cards. This is already installed in the Civic Center and Annex and is providing a high level of access security. This would provide additional Public Safety as well.	IT	20822500.80220	15019	N/A	Deferred	2020	2021	Internal Service	No	Current Revenues				\$ 85,000				\$ 85,000	This would be an expansion to the existing Card Lock system. Deferred to FYE 21.	Reviewed
SUB-TOTAL:													\$ -	\$ -	\$ 185,000	\$ -	\$ -	\$ -	\$ 185,000		

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FIVE YEAR CAPITAL IMPROVEMENT PLAN*
JULY 2019

PUBLIC WORKS DEPARTMENT																						
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status	
							Start	End						19/20	20/21	21/22	22/23	23/24				
Upgrade Exhaust and Lube System	Replace overhead lube and exhaust systems at the garage due to its age and failing condition	Fleet Maintenance	20324100.80220	18126	N/A	New	2019	2020	Internal Service	Yes	Internal Service			\$ 50,000					\$ 50,000		Reviewed	
HVAC Upgrade - Garage	The garage's heating and air is inefficient, old, and needs to be upgraded. An upgrade will provide economical benefits in energy savings.	Corporation Yard	20824300.80220	18018	N/A	Deferred	2019	2020	Internal Service	No	Current Revenues				\$ 52,000				\$ 52,000	Look for alternative energy sources as part of the consideration of this project. Moved from FYE 20 to FYE 21.	Reviewed	
SUB-TOTAL:													\$ -	\$ 50,000	\$ 52,000	\$ -	\$ -	\$ -	\$ 102,000			
WATER RESOURCES DEPARTMENT																						
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status	
							Start	End						19/20	20/21	21/22	22/23	23/24				
Upgrade HVAC Units on Buildings	Upgrade HVAC units in Operations and Equipment Buildings due to parts being unavailable.	Wastewater Treatment Plant	84027225.80220	18129	N/A	New	2020	2022	Enterprise	Yes	Current Revenues					\$ 150,000			\$ 150,000		Reviewed	
SUB-TOTAL:													\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000			
TOTALS FOR FACILITIES/BUILDINGS/LAND :													\$ 1,804,268	\$ 4,666,957	\$ 1,431,000	\$ 1,005,000	\$ 1,760,000	\$ 925,000	\$ 11,592,225			

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INFORMATION TECHNOLOGY

FINANCE DEPARTMENT

Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status
							Start	End						19/20	20/21	21/22	22/23	23/24			
Utility Billing CIS Replacement	The current utility billing software is becoming obsolete. Replacement is necessary.	Utility Billing	20513300.54320	18062	N/A	In Progress	2018	2020	Enterprise	Yes	Reserves	Funding specific to department.		\$ 600,000					\$ 600,000	Procurement and implementation is anticipated to occur in FYE 20. Increased the estimate from \$400k.	Reviewed and Supported
Core - 4 Cisco 3750 Switches & 2 Cisco N5548 Switches - End of Life - Replacements	These switches are the center core of our network infrastructure. They serve as data conduits for all City of Ukiah operations. They are nearing end-of-life, as warranty and support runs out during this time-frame.	IT	20913900.80100	17044	N/A	New	2019	2020	Internal Service	Yes	Current Revenues			\$ 155,550					\$ 155,550		Reviewed
Checkpoint Firewall Replacement - With Cisco ASA Checkpoint Firewall Replacement	The City of Ukiah utilizes a Checkpoint perimeter firewall to protect our network from outside threats that can originate from the internet. Equipment and services provided in the agreement include: Detects and controls application usage • Identifies, allows, blocks or limits usage of applications, and features within them which enables safe Internet use while protecting against threats and malware • Leverages the world's largest application library with more than 6,600 web 2.0 applications Supports advanced identity awareness for stress-free policy enforcement • Creates granular policy definitions per user and group • Integrates seamlessly with Active Directory and protects our environments containing social media and internet applications • Provides the benefits of application control and intrusion protection (IPS), as well as extensibility support for additional security capabilities. This system will be at end of life in 2021 and up for replacement. We will replace this with a Cisco ASA Firewall.	IT	20913900.80100	17045	N/A	New	2020	2021	Internal Service	No	Current Revenues				\$ 120,000				\$ 120,000		Reviewed
Redundant Internet Gateway (Fall-over Load Balancer)	Our current AT&T Internet gateway provides service to all of the City of Ukiah departments for Internet access, as well as Public Safety access to law enforcement websites and other important services. If service fails, we do not have a failover scenario in place. A failover scenario would involve an additional Internet Gateway with a different Internet service provider (ISP). If one ISP fails, the gateway would failover to the alternate one available. This would ensure service availability, virtually 100% of the time.	IT	20913900.80100	17046	N/A	New	2020	2022	Internal Service	No	Current Revenues				\$ 166,800	\$ 48,400			\$ 215,200		Reviewed
Dell Compellent Storage - 5 year cyclic end of life replacement	The Dell Compellent Storage serves as our main live data storage for the City of Ukiah. It is used in conjunction with our four Virtual Machine Hosts, which control and offer resources to all of our virtual servers. This basically contains the majority of our production servers upon which all City of Ukiah data services reside. In addition, our VMM (Virtual Machine Manager) server operates as stated. It manages all of the virtual servers within the infrastructure. Dell-4 VM Hosts & Virtual Machine Manager Server - 5 year cyclic - end of life - replacement (Refinance)) \$290,000 at approximately \$59,000/year x 5 years.	IT	20913900.80100	17047	N/A	On-going	2021	2022	Internal Service	No	Current Revenues					\$ 59,000	\$ 59,000		\$ 118,000	Department is exploring cloud storage solution where a portion of this may not be necessary.	Reviewed
Cisco Access Switch EOL Replacement	These switches connect the City's computers, phones, printers, and wifi units into the core infrastructure. The switches allow these devices to connect to the Internet and internal servers. They will be End-Of-Life and will no longer be supported by the manufacture.	IT	20913900.80100	18100	N/A	New	2022	2023	Internal Service	No	Current Revenues						\$ 180,000		\$ 180,000		Reviewed
SUB-TOTAL:													\$ -	\$ 755,550	\$ 286,800	\$ 107,400	\$ 239,000	\$ -	\$ 1,388,750		

POLICE DEPARTMENT

Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status
							Start	End						19/20	20/21	21/22	22/23	23/24			
Tritech WEB RMS Upgrade to include NIBRS	Legislation mandates by 2021 that Law Enforcement transition from summarily reporting crime statistics to the Department of Justice, to an incident based model known as the National Incident-Based Reporting System (NIBRS). The current Records Management System platform is over 20 years old and has never been updated and does not allow for NIBRS reporting. This upgrade is NIBRS compliant, and additionally is Web-enabled which will allow for field-based reporting and data entry, designed to streamline reporting and eliminate redundant entries, and is customizable to further ensure compliance with the legislative mandate to gather and report race related data beginning in 2022.	Police	10020210.54320	18099	N/A	New	2019	2020	General	Yes	Current Revenues			\$ 125,000					\$ 125,000	Also exploring the slight possibility of grant funding.	Reviewed
SUB-TOTAL:													\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000		
TOTALS FOR INFORMATION TECHNOLOGY:													\$ -	\$ 880,550	\$ 286,800	\$ 107,400	\$ 239,000	\$ -	\$ 1,513,750		

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FIVE YEAR CAPITAL IMPROVEMENT PLAN*
JULY 2019

INFRASTRUCTURE																						
AIRPORT																						
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status	
							Start	End						19/20	20/21	21/22	22/23	23/24				
Runway 15-33 Pavement Reduction (Construction Phase 1)	Runway is currently 4,415 feet long and 150 feet wide. This project will provide construction to reduce the runway width to 75 feet by installing LED Medium Intensity Runway Lights to meet new runway width, adjust existing pavement markings to meet new pavement width with an application of slurry seal in areas that markings are removed, and then apply new pavement markings to meet new pavement width. Some crack fill and sealing will be required in areas where trenching is performed to prevent FOD. Pavement is 31 years old.	Airport	77825200.80230	13044	N/A	In Progress	2018	2020	Enterprise	Yes	Current Revenues	FAA Grant Funding.		\$ 1,260,000						\$ 1,260,000	The FAA has made cost and project scope adjustments. 90% FAA Grant, 5% CalTrans. Rebudgeting.	Reviewed and Supported
Runway 15-33 Pavement Reduction (Construction Phase 2)	Runway 15-33 is currently 4,451 feet long and 150 feet wide. The project will be for the construction of the 75-foot reduced width runway pavement. New pavement marking will be applied. Pavement is 31 years old.	Airport	77825200.80230	18032	N/A	New	2019	2020	Enterprise	Yes	New Revenues	Contingent upon FAA Grant Funding.		\$ 1,900,000						\$ 1,900,000	The FAA has made cost and project scope adjustments. 90% FAA Grant, 5% CalTrans.	Reviewed and Supported
Precision Approach Path Indicator Lights	Purchase and installation of Precision Approach Path Indicator Lights.	Airport	77825200.80230	18159	N/A	New	2019	2020	Enterprise	Yes	New Revenues	FAA Grant Funding.		\$ 600,000						\$ 600,000	Reimbursable agreement, ultimately funded by FAA Grant	Reviewed
Pavement Rehabilitation of Taxiways A, A3 and A5 - Construction	This project will cover construction to rehabilitate pavements of Taxiways A (4,540'x55'), A3 (250'x45') and A5 (250'x45').	Airport	77825200.80230	18035	N/A	New	2022	2023	Enterprise	Yes	New Revenues	Contingent upon FAA Grant Funding.					\$ 500,000		\$ 500,000	The FAA has made cost and project scope adjustments.	Reviewed and Supported	
Pavement Rehabilitation of Taxiways A, A3 and A5 - Design	This project is for the design of Taxiways A (4,540'x55'), A3 (250'x45'), and A5 (250'x45') pavement rehabilitation assumed to be a crack fill, seal and slurry.	Airport	77925200.80230	18034	N/A	New	2021	2022	Enterprise	Yes	New Revenues	Contingent upon FAA Grant Funding.				\$ 60,000			\$ 60,000	The FAA has made cost and project scope adjustments.	Reviewed and Supported	
SUB-TOTAL: \$ -														\$ 3,760,000	\$ -	\$ 60,000	\$ 500,000	\$ -	\$ 4,320,000			
ELECTRIC UTILITY DEPARTMENT																						
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status	
							Start	End						19/20	20/21	21/22	22/23	23/24				
Upgrade fish hatchery pumps and controls (Hydro)	Control upgrades to provide expanded abilities: 1. Remote control and monitoring from the Fish Hatchery and 2. Emergency station light and power backup to the hydro plant.	Technical Services	80126100.80230	18037	N/A	New	2020	2022	Enterprise	Yes	Current Revenues				\$ 25,000	\$ 200,000			\$ 225,000		Reviewed	
Automate Station Light & Power, Pump & Generator Controls (Hydro)	Hydro Plant control and power upgrades to automate emergency station light and power and hatchery backup pumps.	Technical Services	80126100.80230	18118	N/A	New	2020	2021	Enterprise	Yes	Current Revenues		\$ 25,000	\$ 80,000					\$ 105,000		Reviewed	
Cherry Street Circuit Capacity Increase	Re-Conductor Cherry Street from Rail Line to Dora Street. Extends new circuit capacity to the south-west area of Ukiah improving system capacity and the ability to restore outages in the shortest amount of time necessary.	Distribution	80126100.80230	18039	N/A	New	2018	2019	Enterprise	Yes	Current Revenues		\$ 10,000	\$ 80,000					\$ 90,000	Rebudgeted to reflect workforce scheduling allocation due to the Oak Manor Undergrounding project.	Reviewed and Supported	
Community Power Management Projects	Power pedestal replacement program goals includes reducing energy loss, improve lighting/access control, safety and availability of power in public places. Includes charging stations and power pedestals.	Administration	80126100.80230	18040	N/A	On-going	2018	2022	Enterprise	Yes	Current Revenues		\$ 40,000	\$ 60,000	\$ 60,000	\$ 60,000			\$ 220,000	Rebudgeted to reflect workforce scheduling allocation due to the Oak Manor Undergrounding project.	Reviewed and Supported	
Fairgrounds 4160 to 12,000 volt Conversion	Replaces existing low voltage (4160V) system with 12,000 Volt primary rated cable and transformers and secondary conductor. Fairgrounds to provide USERC specified metering and underground duct. Removes existing low voltage (4160V) system.	Distribution	80126100.80230	18041	N/A	In Progress	2019	2021	Enterprise	Yes	Current Revenues		\$ 45,000	\$ 150,000	\$ 150,000	\$ 75,000			\$ 420,000	Rebudgeted to reflect workforce scheduling allocation due to the Oak Manor Undergrounding project.	Reviewed and Supported	
Substation and Hydroelectric Plant Control, Protection and Communication Systems Replacement	Replace the Mendocino Hydro control, protection and communication systems hardware, program and coding for hydro specific automation control. The existing systems are outdated with limited after-market support and no new replacement part availability.	Technical Services	80126100.80230	18042	N/A	In Progress	2017	2020	Enterprise	Yes	Current Revenues		\$ 15,000	\$ 375,000				\$ 80,000	\$ 470,000		Reviewed and Supported	
Underground Capital System Improvements (<\$50,000 each)	Transformer replacement and upgrades, wood pole testing and replacement, system capacity improvements and protection, control, monitoring and communication enhancements.	Distribution	80126100.80230	18043	N/A	On-going	2018	2024	Enterprise	Yes	Current Revenues		\$ 225,000	\$ 225,000	\$ 230,000	\$ 230,000	\$ 235,000	\$ 235,000	\$ 1,380,000		Reviewed and Supported	
Overhead Capital System Improvements (<\$50,000 each)	Transformer replacement and upgrades, system capacity improvements and protection, control, monitoring and Communication enhancements.	Distribution	80126100.80230	18044	N/A	On-going	2018	2024	Enterprise	Yes	Current Revenues		\$ 225,000	\$ 340,000	\$ 340,000	\$ 340,000	\$ 345,000	\$ 345,000	\$ 1,935,000	Prior years funding was budgeted at \$350,000. FYE 19 adjustment corresponds to anticipated expenditures for critical repair work.	Reviewed and Supported	
Gobbi St. Undergrounding Phase 3: Overhead to Underground	Relocates or undergrounds overhead electric, phone and cable TV utilities along Gobbi and State Streets.	Distribution	80126100.80230	18045	N/A	In Progress	2018	2020	Enterprise	Yes	Current Revenues		\$ 600,000	\$ 500,000					\$ 1,100,000	FYE 19 costs increased based on Engineer's cost estimate.	Reviewed and Supported	
Governor speed control & Valve Upgrades (Hydro)	Upgrades to the governor sensing, controller and feedback transducers to improve performance and reliability. Existing governor controls frequently are out of service due to failure or adjustment.	Technical Services	80126100.80230	18047	N/A	New	2020	2022	Enterprise	Yes	Current Revenues				\$ 200,000	\$ 180,000			\$ 380,000		Reviewed	
State St. Undergrounding Phase 4: Overhead to Underground	Relocates or undergrounds overhead electric, phone and cable TV utilities - State Street from Talmage to Clay.	Distribution	80126100.80230	18048	N/A	New	2021	2023	Enterprise	Yes	Current Revenues					\$ 30,000	\$ 600,000	\$ 400,000	\$ 1,030,000	Project deferred based on available allocated funding. All non electric Undergrounding is based on Rule 20 guidelines.	Reviewed	
Orchard Substation Bank 1 & 3 Replace Nitrogen Regulators	Replace the nitrogen regulators on transformer 1 & 3 at the Orchard Substation	Distribution	80126100.80230	18119	N/A	New	2021	2023	Enterprise	Yes	Current Revenues		\$ 15,000						\$ 15,000		Reviewed	
Oak Manor Dr. Overhead to Underground Conversion	Install cable and associated equipment for replacing the overhead facilities	Distribution	80126100.80230	18121	N/A	New	2021	2021	Enterprise	Yes	Current Revenues				\$500,000				\$ 500,000		Reviewed	
Overhead Recloser Installation	Install reclosers on overhead power lines	Distribution	80126100.80230	18122	N/A	New	2019	2020	Enterprise	Yes	Current Revenues		\$ 225,000						\$ 225,000		Reviewed	
Overhead Capacitor Bank Installation	Install capacitors on overhead power lines	Distribution	80126100.80230	18123	N/A	New	2019	2020	Enterprise	Yes	Current Revenues		\$ 110,000	\$ -	\$ -				\$ 110,000		Reviewed	

*Refer to last page of this document for definition of terms used.

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
JULY 2019

Policy and Legislated System Modifications	System design, equipment and installation to conform to mandated industry standards. Proposed fire mitigation requirements require selected equipment to be replaced or protected to reduce fire risk.	Distribution	80126100.80230	18124	N/A	New	2019	2025	Enterprise	Yes	Current Revenues			\$ 80,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 880,000		Reviewed
Hydroelectric Plant Transfer Trip Upgrade	Upgrade existing and provide redundancy for Hydro transfer trip circuit	Technical Services	80126100.80230	18125	N/A	New	2019	2020	Enterprise	Yes	Current Revenues			\$ 225,000					\$ 225,000		Reviewed
SUB-TOTAL:														\$ 1,160,000	\$ 2,410,000	\$ 1,785,000	\$ 1,315,000	\$ 1,380,000	\$ 1,260,000	\$ 9,310,000	
PUBLIC WORKS DEPARTMENT																					
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project Timeline		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status
							Start	End						19/20	20/21	21/22	22/23	23/24			
NWP Rail Trail Phase 2	NWP Rail Trail Phase 2 Construction.	Engineering	51124210.80230	17034	N/A	In Progress	2019	2020	Grant	Yes	Current Revenues		\$ 245,000	\$ 1,541,787					\$ 1,875,000	Design complete. Project currently out to bid.	Budget Adopted
NWP Rail Trail Phase 3	This project will construct the NWP Rail Trail, Phase 3 from Clara Ave. to Brush St. The Non-Construction Phase (Design, Engineering, Permitting, Landscape Design) funding amount is \$442,000 in FY 18-19. The construction phase funding is \$1,400,067 in FY 19-20.	Engineering	51124210.80230	18070	N/A	In Progress	2018	2020	Grant	Yes	Current Revenues		\$ 206,000	\$ 902,210					\$ 1,400,067	Design in progress	Budget Adopted
Landfill Closure	This project will permanently close the Landfill Disposal site per Federal Mandates.	Landfill	70224500.80230	18025	N/A	In Progress	2018	2020	Enterprise	Yes	Current Revenues		\$ 10,343,287						\$ 10,343,287	Project specifics will require additional Council review.	Reviewed and Supported
SUB-TOTAL:														\$ 451,000	\$ 12,787,284	\$ -	\$ -	\$ -	\$ -	\$ 13,618,354	
WATER RESOURCES DEPARTMENT																					
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status
							Start	End						19/20	20/21	21/22	22/23	23/24			
Large Scale Solar - Shared Cost	The Water Resources Department spends approximately \$600k per year on electricity. There are numerous opportunities for grants to construct solar projects that will significantly reduce these annual costs. The department will be investing in the necessary planning and engineering to be able to qualify for grant funding. Total Project Cost: \$8,150,000	Water Treatment Plant	82027111.80230	18067	Cost shared with fund 840 Wastewater	New	2018	2020	TBD	No	New Revenues	UNFUNDED						\$ 4,075,000	\$ 8,150,000	\$300,000 was approved for the FYE 19 budget for engineering/design, with balance of \$8 mil originally planned for the 19/20 fiscal year. This project will not be funded as grant opportunities expired. It has been moved to the 23/24 year, and marked "UNFUNDED" while staff continues to explore funding opportunities.	Reviewed
		Wastewater Treatment Plant	84027225.80230		Cost shared with fund 820 Water	New	2018	2020	TBD	No	New Revenues	UNFUNDED						\$ 4,075,000			Reviewed
Replacement of Pressure Zone 2 South Reservoir	The new reservoir is needed due to the deteriorating condition of the existing one. This provides value to the Water customers as it provides storage for treated, potable water.	Water Treatment Plant	82227113.80230	15071	N/A	In Progress	2018	2020	Enterprise	Yes	Current Revenues		\$ 43,586	\$ 435,000					\$ 478,586	100% design complete. Rebudgeted in FYE 20.	Reviewed and Supported
Henderson Lane Water Main Replacement	Project is needed in order to upgrade a failing water main. This is needed in order to provide potable water to the Water customers.	Water Treatment Plant	82227113.80230	18051	N/A	In Progress	2018	2020	Enterprise	Yes	Current Revenues		\$ 15,800	\$ 150,000					\$ 165,800	Design Complete. Rebudgeted in FYE 20.	Reviewed and Supported
Water Main Replacements	Plan for water main replacements throughout the City.	Water Operations	82027113.80230	18072	N/A	On-going	2020	2024	Enterprise	No	Current Revenues				\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 6,000,000		Reviewed
Phase 4 Recycled Water	This project will provide an additional irrigation source for City Parks, Golf Course, Cemetery and Schools. This will reduce the demand on the potable water system and reduce discharge to the Russian River	Recycled Water	83027330.80230	18052	N/A	New	2019	2022	Enterprise	Yes	New Revenues	Will be financed by loan, and cost split 50% between Water & Sewer.	\$ 43,700		\$ 18,500,000				\$ 18,543,700	Environmental documentation is complete. Design began in December, 2018	Reviewed and Supported
Chlorine Residual Valve/Alarm on Discharge	Engineering and installation. Critical safety valve to monitor the outflow of chlorinated water into the river.	Wastewater Treatment Plant	84027225.80230	18054	N/A	New	2018	2020	Enterprise	Yes	Current Revenues			\$ 150,000					\$ 150,000	Rebudgeting.	Reviewed and Supported
Dora Street Utility Improvement Project- Water & Sewer	This project will replace the sewer main on Dora Street from Mill Street to Grove Avenue as well as all sewer laterals	Sewer Operations	84427221.80230	18127	N/A	New	2020	2021	Enterprise	Yes	Current Revenues				\$ 400,000				\$ 1,200,000	Contingent upon rate study. Per Council direction at 4/17/19 meeting, moved to FYE 21.	Reviewed
	This project will replace the water main on Dora Street from Mill Street to Grove Avenue as well as all hydrant, valves and service connections	Water Operations	82027111.80230		N/A	New	2020	2021	Enterprise	Yes	Current Revenues				\$ 800,000					Per Council direction at 4/17/19 meeting, moved to FYE 21.	Reviewed
Downtown Streetscape Utility Replacement- Water & Sewer	This project will involve the installation of one water main to replace the two existing water mains. This work will be performed in conjunction with the Downtown Streetscape Project	Water Operations	82027111.80230	18019	N/A	New	2019	2020	Enterprise	Yes	Current Revenues			\$ 1,700,000					\$ 2,670,000		Reviewed and Supported
		Sewer Operations	84427221.80230		N/A	New	2019	2020	Enterprise	Yes	Current Revenues			\$ 970,000							Reviewed and Supported
Belt Filter Press Replacement	This project will replace the existing Belt Filter Press Equipment which has passed its useful life	Wastewater Treatment Plant	84027225.80230	18130	N/A	New	2019	2020	Enterprise	Yes	Current Revenues			\$ 1,000,000					\$ 1,000,000		Reviewed
Replace Heat Exchangers	This project will replace deteriorating heat exchangers for the operation of the Digester and Boilers	Wastewater Treatment Plant	84024225.80230	18131	N/A	New	2020	2021	Enterprise	Yes	Current Revenues				\$ 750,000				\$ 750,000		Reviewed
Telemetry	Add telemetry to automatically control discharge ratio.	Wastewater Treatment Plant	84027225.80230	18055	N/A	New	2018	2019	Enterprise	Yes	Current Revenues			\$ 30,000					\$ 30,000	Rebudgeted in FYE 20.	Reviewed and Supported
SUB-TOTAL:														\$ 103,086	\$ 4,435,000	\$ 21,950,000	\$ 1,500,000	\$ 1,500,000	\$ 9,650,000	\$ 39,138,086	
TOTALS FOR INFRASTRUCTURE :														\$ 1,714,086	\$ 23,392,284	\$ 23,735,000	\$ 2,875,000	\$ 3,380,000	\$ 10,910,000	\$ 66,386,440	

*Refer to last page of this document for definition of terms used.

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
JULY 2019

STREETS & RIGHTS-OF-WAY																						
PUBLIC WORKS DEPARTMENT																						
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status	
							Start	End						19/20	20/21	21/22	22/23	23/24				
Dora Street Utility Improvement Project	This project will replace the water main, sewer main and reconstruct the street on Dora Street from Mill Street to Grove Avenue	Engineering	12024200.80230	18127	Yes	New	2019	2020	Special Revenue	Yes	Current Revenues	Measure Y			\$ 1,300,000					\$ 2,000,000	Per Council direction at 4/17/19 meeting, moved to FYE 21.	Reviewed
			50024220.80230				2019	2020	Special Revenue	Yes	Current Revenues	Gas Tax			\$ 700,000							
2019 Street Rehabilitation Project	This project will involve street overlays at the following locations: Garret Drive, from Elm St. to Bush St.; Main St., from Gobbi St. to Clay St.; North Bush St., from Low Gap Rd. to N/Limit Frank Zeek; Park Boulevard, from Clubhouse Dr. to S/Side Walnut Ave.; Plum Drive, from Peach St. to Orchard Ave.; S. Orchard Ave., from Perkins St. to Gobbi St.; Stella Dr., from Orchard Ave. to South Elbow; and Warren Drive, from Perkins St. to Peach St.	Engineering	12024200.80230	18156	Yes	New	2019	2020	Special Revenue	Yes	Current Revenues	Measure Y		\$ 1,045,000					\$ 1,045,000	Per Council direction at 4/17/19 meeting, planned for the 19/20 fiscal year. Project name changed from "2019/20 Overlay Project", and estimate reduced to \$1,044,945, eliminating use of Gas Tax funds. Project currently out to bid.	Reviewed	
Measure Y Street Improvement Projects	On-going projects to improve the Streets network.	Engineering	12024200.80230		N/A	New	2020	2023	Special Revenue	Yes	Current Revenues	Measure Y			\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 12,000,000	Needs Council direction.	Reviewed	
East Clay Street Improvement Project	This project will improve East Clay Street from Main Street to the Railroad Crossing in order to facilitate the development of the new Courthouse site. This project includes water, sewer, pedestrian facilities and drainage facilities as well as reconstruction of the street section.	Engineering	12024200.80230	18128	Yes	New	2022	2023	Special Revenue	No	New Revenues	Measure Y			\$ 750,000				\$ 750,000	Introduced and discussed at the January 16, 2019 Council meeting. Design will not be done in time for FYE 20.	Reviewed	
Street Striping	This will update striping on streets in selected areas.	Engineering	12024200.80230	18150	N/A	In Progress	2019	2024	Special Revenue	Yes	Current Revenues	Measure Y		\$ 50,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 290,000		Reviewed and Supported	
Downtown Streetscape	This project will improve the Streets network and provide a more pedestrian friendly downtown corridor.	Engineering	12024200.80230	18019	Yes	In Progress	2019	2021	Capital Projects	Yes	Reserves	Measure Y		\$ 1,000,000					\$ 3,333,000	Design contract awarded in FYE 19. Remaining cost shown is for construction. General fund portion funded by a reimbursable grant.	Reviewed and Supported	
		Engineering	10024200.80230		Yes	In Progress	2019	2021	Special Revenue	Yes	New Revenues	Grant Funded		\$ 2,333,000								
Orr Street Bridge	This project will improve the bridge on Orr Street at Orr Creek.	Engineering	12024200.80230	18065	Yes	In Progress	2019	2020	Capital Projects	Yes	Reserves	Measure Y		\$ 150,000					\$ 404,438	Direction by Council was to develop the option for a pedestrian bike bridge with access for service and emergency vehicles only; look into options and cost for getting a turn-around on the south side; bring back cost scenarios for decking; and work with Wagenseller group with design options and budget.	Reviewed and Supported	
		Engineering	25124220.80230		Yes	In Progress	2019	2020	Capital Projects	Yes	Reserves	Not currently funded. Contingent upon funds being reimbursed by Redwood Business Park Bond Proceeds.		\$ 254,438								
Low Gap Road and North Bush Street Roundabout	This project will complete the environmental, ROW, and design phases for a roundabout at Low Gap Road and N. Bush St. Construction phase not currently funded.	Engineering	50724620.80230	15024	N/A	In Progress	2019	2021	Special Revenue	Yes	Current Revenues	\$110k Design Funded, Construction Funding Not Approved.				\$ 1,500,000			\$ 1,500,000	Design authorized, but project requires additional Council review.	Reviewed and Supported	
Slurry Seal Project	This project will improve the Streets network.	Engineering	12024200.80230	18151	N/A	Ongoing	2019	2024	Special Revenue	Yes	Current Revenues	Measure Y		\$ 300,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,100,000		Reviewed	
Gobbi/Waugh Traffic Signal	This project will alleviate traffic for better vehicle flow.	Traffic Signal	50724620.80230	18029	Yes	New	2018	2020	Special Revenue	Yes	Current Revenues	STIP	\$ 112,000	\$ 532,000					\$ 716,000	Rebudgeted. \$112,000 projected to be spent in FYE 19 for Design, balance for Construction.	Reviewed and Supported	
			50924210.80230		Yes	New	2018	2020	Special Revenue	Yes	Current Revenues	STP d(1) to cover for City required match.		\$ 72,000								
Gobbi/Main Traffic Signal	This project will alleviate traffic for better vehicle flow.	Traffic Signal	50724620.80230	18073	N/A	New	2018	2020	Special Revenue	No	New Revenues	Will need to apply for STIP funding.				\$ 800,000			\$ 800,000	Rebudgeted.	Reviewed	
Orchard & Main Street Reconstruction Project	This project will improve the streets network. Perkins to Orr Creek, including Main Street.	Engineering	12024200.80230	18148	N/A	New	2019	2020	Special Revenue	Yes	Current Revenues	Measure Y		\$ 700,000					\$ 1,000,000	Was "Orchard Avenue Overlay Project".	Reviewed	
	This project will improve the streets network. Perkins to Orr Creek.	Engineering	50024220.80230		N/A	New	2019	2020	Special Revenue	Yes	Current Revenues	HUTA		\$ 300,000								
SUB-TOTAL:													\$ 112,000	\$ 6,736,438	\$ 6,010,000	\$ 5,560,000	\$ 3,260,000	\$ 3,260,000	\$ 24,938,438			
TOTALS FOR STREETS & RIGHTS-OF-WAY:													\$ 112,000	\$ 6,736,438	\$ 6,010,000	\$ 5,560,000	\$ 3,260,000	\$ 3,260,000	\$ 24,938,438			

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FIVE YEAR CAPITAL IMPROVEMENT PLAN*
JULY 2019

Attachment 1

VEHICLES, MACHINERY & EQUIPMENT																					
AIRPORT																					
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status
							Start	End						19/20	20/21	21/22	22/23	23/24			
Replace 20,000 gallon fuel tank with 20,000 gallon Jet A tank	Current tank is a split fuel system, containing both Jet A fuel and AvGas. Conversion to Jet A is necessary to maximize the fuel sources for the airport, and provide better service to its customers.	Airport	77925200.80100	15042	N/A	In Progress	2017	2019	Enterprise	Yes	Current Revenues			\$ 150,000					\$ 150,000	Rebudgeted for FYE 20.	Reviewed
SUB-TOTAL:														\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	150,000	
COMMUNITY SERVICES DEPARTMENT																					
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status
							Start	End						19/20	20/21	21/22	22/23	23/24			
Replacement Truck	Replacement of vehicles that are no longer cost effective to repair.	Parks	10022100.80100	V737	N/A	New	2019	2019	General	No	Current Revenues				\$ 70,000				\$ 70,000		Reviewed
Replacement Truck	Replacement of vehicles that are no longer cost effective to repair.	Parks	10022100.80100	18066	N/A	New	2020	2020	General	No	Current Revenues				\$ 70,000				\$ 70,000		Reviewed
Additional Truck- Building Maintenance	Replacement truck is necessary	Building Maintenance	20822500.80100	V2642	N/A	Deferred	2019	2020	General	No	Reserves				\$ 48,000				\$ 48,000	Moved to FYE 21.	Reviewed
Bucket Truck Replacement - Shared Cost	There are currently two bucket trucks, Vehicle #2221, a 1992 Ford F450 which is being put into surplus in fiscal year 2017/2018, and Vehicle #2230, a 1995 Ford F450, which will be kept into service until it is replaced. It is used to trim street and park trees, and also assists in hanging banners which promote City services and activities which benefit the community. Two divisions share the cost: \$100,000 total	Parks	10022100.80100	V2224	Shared with 100 Streets	Deferred	2019	2020	General	No	Current Revenues					\$ 55,000			\$ 55,000	Moved to FYE 22: look for surplus from Electric Utility.	Reviewed
Water Tender - Shared Cost	The current water tender no longer meets emission standards and is inoperable. Will be used to water street trees, Riverside Park, fill Vector trucks and be available to support mowing and Fire operations. Four divisions share the cost: \$140,000 total	Parks	10022100.80100	V2543	Shared with 100 Streets, 820 Water, and 840 Wastewater	Deferred	2019	2020	Enterprise	No	Current Revenues				\$ 20,000				\$ 20,000	Moved to FYE 21.	Reviewed
SUB-TOTAL:														\$ -	\$ -	\$ 208,000	\$ 55,000	\$ -	\$ -	263,000	
CITY MANAGER DEPARTMENT																					
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status
							Start	End						19/20	20/21	21/22	22/23	23/24			
Parking Meter Replacement	Replacing parking meters.	Economic Development	64012600.80230	18165	N/A	New	2019	2020	Enterprise	Yes	Current Revenues			\$ 400,000					\$ 400,000	Funded by line of credit loan proceeds being secured by Finance as part of a larger capital improvement funding strategy.	Reviewed
Waste Receptacles	New waste receptacles.	Economic Development	64012600.80230	18166	N/A	New	2019	2020	Enterprise	Yes	Current Revenues	Loan Proceeds		\$ 30,000					\$ 30,000		Reviewed
SUB-TOTAL:														\$ -	\$ 430,000	\$ -	\$ -	\$ -	\$ -	430,000	
ELECTRIC UTILITY DEPARTMENT																					
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status
							Start	End						19/20	20/21	21/22	22/23	23/24			
Electric Meter Replacements	Electric Meter Replacement and cloud based data management system improving customer access to outage information, usage data and provide customer selectable notifications.	Technical Services	80126100.80100	15080	N/A	In Progress	2018	2022	Enterprise	Yes	Current Revenues		\$ 10,000	\$ 10,000	\$ 500,000	\$ 2,000,000			\$ 2,520,000	Currently in the planning stage.	Reviewed
Truck - Supervisor	Replaces a Ford F-150 pickup truck with a projected 120,000 miles at time of replacement.	Distribution	80026120.80100	V3764	N/A	New	2020	2020	Enterprise	Yes	Current Revenues			\$ 55,000					\$ 55,000		Reviewed
Lift	Replaces a high capacity fork lift due to 1. Air quality standards to update/improve engine emissions and 2. Due to the equipment's condition and age.	Distribution	80126100.80100	E1718	N/A	New	2021	2021	Enterprise	Yes	Current Revenues				\$ 70,000				\$ 70,000		Reviewed
SUB-TOTAL:														\$ 10,000	\$ 65,000	\$ 570,000	\$ 2,000,000	\$ -	\$ -	2,645,000	
FIRE AUTHORITY																					
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status
							Start	End						19/20	20/21	21/22	22/23	23/24			
Type VI Wildland Fire Engine	This Engine is to replace U-6547, which is a 1999 Ford F-350 with a 120 gpm pump and 250 gallon water tank. The replacement is per NFPA guidelines of 10 years as a frontline, and 10 years as a reserve. The U-6547 will be repurposed as a utility vehicle. The new Wildland Type VI Engine will be equipped with a pump and water tank, and will have compartment space to allow additional medical and rescue gear to be stored. This will allow the vehicle to respond to any type of emergency incident, and will serve as a first out for volunteer and personnel call back response. It will also back-up vehicles E-6465 and E6463 when they are called on an out-of-county assignment, assisting other communities in need.	City Fire	10021210.74500	V2671	N/A	In Progress	2018	2028	General	Yes	Current Revenues	Lease purchase. Budgeted payments at 3.75%, 10 years paid semi-annually. Total cost is \$240,000 plus interest.		\$ 29,200	\$ 29,200	\$ 29,200	\$ 29,200	\$ 29,200	\$ 146,000	Other org and object is 10021210.74501. Purchase was approved.	Reviewed and Supported
Command/Chief Vehicle	This new Command/Chief vehicle would service as a Division Chiefs vehicle. It will replace C-6805, a 2006 Chevy 2500 HD, with current mileage of 79,511. Following industry standard of NFPA guidelines, this vehicle will be repurposed as a utility vehicle.	City Fire	10021210.80100	V3165	N/A	Deferred	2019	2020	General	No	New Revenues				\$ 50,000				\$ 50,000	Moved to FYE 21.	Reviewed
Command/Chief Vehicle	The purchase of this new vehicle will serve as Command/Chief vehicle, replacing C-6803, which is a 2006 Ford Expedition, with 113,000 miles. Following the industry standard NFPA guidelines C-6803 will be removed from service and the fleet. C-6803 is currently being used as a Command/Chief vehicle.	Valley Fire	91721400.80100	18059	N/A	New	2019	2020	Special Revenue	Yes	Current Revenues	Measure B Funded.		\$ 50,000					\$ 50,000		Reviewed
Auto Extrication Equipment	It is recommended to replace our aging gas powered hydraulic auto extrication equipment, commonly know as the "Jaws Of Life". Replacement units will consist of newer technology battery operated E-Hydraulic extrication equipment. These newer units will eliminate heavy gas powered motors and associated hydraulic lines increasing mobility and range of use. This will be a three year phased purchase to replace the units currently in service.	City/Valley Fire	91721400.80100 & 25321210.80100	18101	N/A	New	2019	2023	Special Revenue	Yes	Current Revenues	Prop. 172		\$ 30,000	\$ 31,500	\$ 33,000			\$ 94,500		Reviewed
SUB-TOTAL:														\$ -	\$ 159,200	\$ 160,700	\$ 62,200	\$ 29,200	\$ 29,200	440,500	

*Refer to last page of this document for definition of terms used.

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
JULY 2019

POLICE DEPARTMENT																						
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status	
							Start	End						19/20	20/21	21/22	22/23	23/24				
Replace Damaged Patrol Car	Replace patrol car that was damaged beyond repair as a result of a police pursuit. REMIF had determined that the damage was too costly to repair and declared the vehicle a complete loss. REMIF will be paying to replace the vehicle.	Police	10020210.80100	V4216	N/A	New	2019	2020	General	Yes	New Revenues	REMIF Reimbursement		\$ 51,259					\$ 51,259	To replace vehicle patrol vehicle V4205.	Reviewed	
Annual Police Car Replacement	Annually the Police Department schedules the replacement of two patrol cars. Typically, a patrol car lasts about 3 years before it reaches the end of it's service life. It takes the department about a year to order, receive and outfit a car for patrol use. By scheduling regular replacement of cars, the department ensures we have enough cars available for use.	Police	10020210.80100	V4209 & V4215	N/A	Ongoing	2018	2024	General	No	Current Revenues			\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 400,000	Two Dodge Charger Pursuits planned for FYE 20 fiscal year deferred to FYE 21.	Reviewed	
SUB-TOTAL:													\$ -	\$ 51,259	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 451,259			
PUBLIC WORKS DEPARTMENT																						
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status	
							Start	End						19/20	20/21	21/22	22/23	23/24				
Sweeper Replacement	The existing sweeper, Vehicle #2522, a 2008 Tymco Sweeper, will need to be replaced due to its high use and anticipated hours it will reach. Total cost: \$248,100	Streets	10024224.80100	V2524	N/A	New	2019	2021	General	No	Current Revenues	Department plans to set aside funds for this replacement.			\$ 248,100				\$ 248,100		Reviewed	
Asphalt Zipper - Shared Cost	The current equipment is Equipment #1000, a 1994 Wirgten W500 Grinder. This is a CARB Tier 0, and a retrofit for this unit is unavailable. This equipment assists in the ongoing maintenance of the Streets network in order to provide upgraded facilities for our residents. Three divisions will contribute: \$120,000 total	Streets	10024620.80100	E1001	Shared with 820 Water and 840 Wastewater	New	2022	2023	General	Yes	Current Revenues	Department plans to set aside funds for this replacement.				\$ 40,000		\$ 40,000		Reviewed		
Asphalt Roller -Shared Cost	The current equipment is Equipment #1611, a 1995 CAT CB214C Roller. This is CARB Tier 0, and a retrofit for this unit is unavailable. This equipment assists in the ongoing maintenance of the Streets network in order to provide upgraded facilities for our residents. Three divisions will contribute: \$66,000 total	Streets	10024620.80100	E1612	Shared with 820 Water and 840 Wastewater	New	2022	2023	General	Yes	Current Revenues	Department plans to set aside funds for this replacement.				\$ 22,000		\$ 22,000		Reviewed		
Asphalt Paver - Shared Cost	The current equipment is Equipment #1811, a 1998 LeeBoy Model 1000B Paver. This is a CARB Tier 0, and a retrofit for this unit is unavailable. This equipment assists in the ongoing maintenance of the Streets network in order to provide upgraded facilities for our residents. Three divisions will contribute: \$210,000 total	Streets	10024620.80100	E1812	Shared with 820 Water and 840 Wastewater	New	2022	2023	General	Yes	Current Revenues	Department plans to set aside funds for this replacement.				\$ 70,000		\$ 70,000		Reviewed		
Bucket Truck Replacement - Shared Cost	There are currently two bucket trucks, Vehicle #2221, a 1992 Ford F450 which is being put into surplus in fiscal year 2017/2018, and Vehicle #2230, a 1995 Ford F450, which will be kept into service until it is replaced. It is used to trim street and park trees, and also assists in hanging banners which promote City services and activities which benefit the community. Two divisions share the cost. Total cost: \$100,000	Streets	10024620.80100	V2224	Shared with 100 Parks	New	2019		General	No	Current Revenues				\$ 50,000			\$ 50,000	Moved to FYE 22. Look for surplus from Electric Utility.	Reviewed		
Water Tender - Shared Cost	The current water tender no longer meets emission standards and is inoperable. Will be used to water street trees, Riverside Park, fill Vactor trucks and be available to support mowing and Fire operations. Four divisions share the cost: \$140,000 total	Streets	10024620.80100	V2543	Shared with 100 Parks, 820 Water, and 840 Wastewater	New	2019	2020	Enterprise	Yes	Current Revenues				\$ 50,000			\$ 50,000	Moved to FYE 21.	Reviewed		
Loader and Dump Truck Replacements	Loader and Dump Truck Replacement for 3 years. This equipment is used to maintain and repair the Infrastructure for our citizens. Total cost: \$686,700	Corporation Yard	20824300.80100	18017	N/A	New	2021	2022	Internal Service	Yes	Current Revenues	Department plans to set aside funds for this replacement.				\$ 686,700		\$ 686,700		Reviewed		
SUB-TOTAL:													\$ -	\$ -	\$ 298,100	\$ 736,700	\$ 132,000	\$ -	\$ 1,166,800			
WATER RESOURCES DEPARTMENT																						
Project Name	Project Description	Division	Org/Object	Project Number	Allocation to Multi-funds	Project Status	Project		Funding Source	Funding Identified	Funding Type	Funding Type Add'l Comments	Costs to date						Totals	Comments	City Council Status	
							Start	End						19/20	20/21	21/22	22/23	23/24				
VFD Replacement at Water Treatment Plant	Replace Variable Frequency Drives on various points in the treatment process.	Water Treatment Plant	82027111.80100	18132	N/A	New	2019	2020	Enterprise	Yes	Current Revenues			\$ 50,000				\$ 50,000		Reviewed		
Upgrade SCADA System	This upgrade is necessary in order to update aging infrastructure so we can continue to provide services to our water customers.	Water Treatment Plant	82027111.80100	18050	N/A	New	2019	2020	Enterprise	Yes	Current Revenues			\$ 300,000				\$ 300,000		Reviewed		
Replace Water Treatment Plant Service Truck	The current vehicle's useful is expected to be exceeded in future years and will need to be replaced.	Water Treatment Plant	82027111.80100	V3754	N/A	New	2022	2023	Enterprise	Yes	Current Revenues					\$ 50,000		\$ 50,000		Reviewed		
Convert Chlorine Gas to Liquid Chlorine at Water Treatment Plant	This project will replace chlorine gas gas at the Water Treatment Plant and convert to Liquid Chlorine for safety reasons	Water Treatment Plant	82027111.80100	18133	N/A	New	2019	2021	Enterprise	Yes	Current Revenues			\$ 50,000	\$ 270,000			\$ 320,000.00		Reviewed and Supported		
Replace VFD at Ranney Collector	This replacement is necessary in order to update aging infrastructure so the City can continue to provide services to our water customers.	Water Treatment Plant	82027111.80100	18049	N/A	New	2019	2020	Enterprise	Yes	Current Revenues			\$ 100,000				\$ 100,000	Moved to FYE 20.	Reviewed		
Replace Water/Sewer Operations Call Truck - Shared Cost	The current vehicle's useful is expected to be exceeded in future years and will need replaced	Water Operations	82027114.80100	V3753	Shared with 840 Sewer	New	2022	2023	Enterprise	Yes	Current Revenues					\$ 30,000		\$ 30,000		Reviewed		
Water Meter Replacements	Upgrade aged meter in order to provide increased service efficiency.	Water Operations	82027114.80100	18074	N/A	New	2019	2023	Enterprise	Yes	Current Revenues			\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000	Ongoing	Reviewed		

*Refer to last page of this document for definition of terms used.

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
JULY 2019

Asphalt Zipper - Shared Cost	The current equipment is Equipment #1000, a 1994 Wirtgen W500 Grinder. This is a CARB Tier 0, and a retrofit for this unit is unavailable. This equipment assists in the ongoing maintenance of the Streets network in order to provide upgraded facilities for our residents. Three divisions will contribute: \$120,000 total	Water Operations	82027114.80100	E1001	Shared with 100 Streets and 840 Wastewater	New	2022	2023	Enterprise	Yes	Current Revenues	Department plans to set aside funds for this replacement.						\$	40,000		\$	80,000		Reviewed				
		Sewer Operations	84027221.80100		Shared with 100 Streets and 820 Water	New	2022	2023	Enterprise	Yes	Current Revenues	Department plans to set aside funds for this replacement.						\$	40,000				Reviewed					
Asphalt Roller -Shared Cost	The current equipment is Equipment #1611, a 1995 CAT CB214C Roller. This is CARB Tier 0, and a retrofit for this unit is unavailable. This equipment assists in the ongoing maintenance of the Streets network in order to provide upgraded facilities for our residents. Three divisions will contribute: \$66,000 total	Water Operations	82027114.80100	E1612	Shared with 100 Streets and 840 Wastewater	New	2022	2023	Enterprise	Yes	Current Revenues	Department plans to set aside funds for this replacement.						\$	22,000		\$	88,000		Reviewed				
		Sewer Operations	84027221.80100		Shared with 100 Streets and 820 Water	New	2022	2023	Enterprise	Yes	Current Revenues	Department plans to set aside funds for this replacement.						\$	66,000				Reviewed					
Asphalt Paver - Shared Cost	The current equipment is Equipment #1811, a 1998 LeeBoy Model 1000B Paver. This is a CARB Tier 0, and a retrofit for this unit is unavailable. This equipment assists in the ongoing maintenance of the Streets network in order to provide upgraded facilities for our residents. Three divisions will contribute: \$210,000 total	Water Operations	82027114.80100	E1812	Shared with 100 Streets and 840 Wastewater	New	2022	2023	Enterprise	Yes	Current Revenues	Department plans to set aside funds for this replacement.						\$	70,000		\$	140,000		Reviewed				
		Sewer Operations	84027221.80100		Shared with 100 Streets and 820 Water	New	2022	2023	Enterprise	Yes	Current Revenues	Department plans to set aside funds for this replacement.						\$	70,000				Reviewed					
Vactor Replacement - Shared Cost	The existing vehicle, Vehicle #2515, a 2009 VacCon V350 LHA, will need to be replaced as it will be soon reaching its end-of-life. This equipment assists in repairing and maintaining the Water Distribution and Sewer Collection System in order to provide services to our rate payers. Two divisions share the cost: \$300,000 total	Water Operations	82027114.80100	V2518	Shared with 840 Wastewater	New	2020	2021	Enterprise	No	Current Revenues				\$	150,000					\$	300,000	Electric Utility Department needs will also be considered.	Reviewed				
		Sewer Operations	84027221.80100		Shared with 820 Water	New	2020	2021	Enterprise	No	Current Revenues				\$	150,000							Electric Utility Department needs will also be considered.	Reviewed				
Water Tender - Shared Cost	The current water tender no longer meets emission standards and is inoperable. Will be used to water street trees, Riverside Park, fill Vactor trucks and be available to support mowing and Fire operations. Four divisions share the cost: \$140,000 total	Water Operations	82027114.80100	V2543	Shared with 100 Parks, 100 Streets, and 840 Wastewater	New	2019	2020	Enterprise	Yes	Current Revenues				\$	35,000					\$	70,000	Moved to FYE 21.	Reviewed				
		Sewer Operations	84027221.80100	V2543	Shared with 100 Parks, 100 Streets, and 820 Water	New	2019	2020	Enterprise	Yes	Current Revenues				\$	35,000							Moved to FYE 21.	Reviewed				
Ford/Orchard Lift Station Upgrade	This needs upgrading to change from single to three phase power, installing two new pumps, the pump guides, and the discharge valves.	Sewer Operations	84027221.80100	18134	N/A	New	2019	2020	Enterprise	Yes	Current Revenues			\$	125,000						\$	125,000		Reviewed				
Replace Water/Sewer Operations Call Truck - Shared Cost	The current vehicle's useful is expected to be exceeded in future years and will need to be replaced.	Sewer Operations	84027221.80100	V3753	Shared with 820 Water	New	2022	2023	Enterprise	Yes	Current Revenues							\$	30,000		\$	30,000		Reviewed				
Telescoping Lift	This equipment is needed at the Wastewater Treatment Plant to assist in maintaining the facility which provides Waste Water Treatment for the City and the Ukiah Valley Sanitation District.	Wastewater Treatment Plant	84027225.80100	E1718	N/A	New	2018	2019	Enterprise	Yes	Current Revenues			\$	12,000						\$	12,000	Rebudgeted FYE 20.	Reviewed				
Digester Rehabilitation and Methane Scrubber	Methane Scrubbers are needed in order to clean the methane gas to provide an alternate energy source to operate the boilers at the Wastewater Treatment Plant, which will in turn decrease the City's energy cost at the plant.	Wastewater Treatment Plant	84027225.80100	18135	N/A	New	2019	2020	Enterprise	Yes	Current Revenues	Cost will be offset by saving in the purchase of natural gas				\$	1,500,000				\$	1,500,000		Reviewed				
TFSC REXA Valves	These valves need to be replaced due to their age and the environment they reside in at the Wastewater Treatment Plant.	Wastewater Treatment Plant	84027225.80230	18057	N/A	New	2018	2019	Enterprise	Yes	Current Revenues			\$	30,000						\$	30,000	Rebudgeted FYE 20.	Reviewed				
Field Analyzer Installation	Install sample analyzers at various points in the treatment process	Wastewater Treatment Plant	84424221.80100	18136	N/A	New	2019	2020	Enterprise	Yes	Current Revenues			\$	25,000.00						\$	25,000		Reviewed				
SCADA Upgrade at Waste Water Treatment Plant	Upgrade the ancient SCADA system at the Wastewater Treatment Plant	Wastewater Treatment Plant	84427221.80100	18137	N/A	New	2019	2020	Enterprise	Yes	Current Revenues			\$	200,000.00						\$	200,000		Reviewed				
VFD Installation at Wastewater Treatment Plant	This project will involve installing Variable Frequency Drives on various points in the treatment process	Wastewater Treatment Plant	84427221.80100	18138	N/A	New	2021	2022	Enterprise	Yes	Current Revenues					\$	55,700				\$	55,700		Reviewed				
Utility Task Vehicle	An additional UTV will be needed in order to continue operation of the Wastewater Treatment Plant and the new Recycled Water System	Wastewater Treatment Plant	84027225.80100	E4963	N/A	New	2019	2020	Enterprise	Yes	Current Revenues			\$	22,000						\$	22,000		Reviewed				
SUB-TOTAL:													\$	-	\$	964,000	\$	690,000	\$	1,605,700	\$	468,000	\$	-	\$	3,727,700		
TOTALS FOR VEHICLES, MACHINERY & EQUIPMENT :													\$	10,000	\$	1,819,459	\$	2,026,800	\$	4,559,600	\$	729,200	\$	129,200	\$	9,274,259		

*Refer to last page of this document for definition of terms used.

Definition of terms used:

Project Name	The name of the project.
Project Description	Provides a description and additional narrative to assist in the understanding of the need and value of the proposed project.
Division	The specific division within the identified department where the expenditure will be made within the budget.
Org/Object	The proposed account code where the expense will be accounted for.
Project Number	The number assigned to track all expenses related to the project.
Allocation to Multi-funds	Indicates if the cost of the proposed cost is shared. In this case, here it will state what other funds are sharing the cost.
Project Status	This indicates whether the project is "NEW", "IN PROGRESS", "ONGOING" or "COMPLETED".
Project Timeline	General calendar year "start" and "end" date.
Funding Source	The Fund the actual expense will come out of.
Funding Identified	"Yes" indicating funding has been identified and will be available, "No" indicating funding has not yet been identified and is unavailable.
Funding Type	"Reserves" indicates it is, or is planned to be, transferred from a reserve account, "Current Revenues" means that the expenditure is anticipated to funded by existing revenues at the time of the purchase, "New Revenues" means that a funding source other than current revenues will be used, including or grant funding or fundraising.
Funding Type Add'l Comments	To further explain, as necessary, the funding type used selected.
Costs to date	Costs spent on the project.
Estimated Costs per Fiscal Year	Costs estimated to be spent in each of the fiscal years.
Totals	The sum of the five year estimate for each project.
Comments	Additional information as needed.
City Council Status	"Not Reviewed"- First time that Council has been presented the project; "Reviewed" - Council has been presented the project during an agendized meeting; "Explore" - Council has reviewed and has asked staff to further explore; "Reviewed and Supported" - Council has reviewed and supports the placement of the project on the CIP Plan; "Budget Adopted" - Council has approved the project through the Council action that takes place through either the full budget adoption process, or through a specific agendized item brought to Council.

*Refer to last page of this document for definition of terms used.



Vehicle & Heavy Equipment Request & Justification

FOR FISCAL YEAR: 2019/2020

ITEM: TRUCK, COMMAND/CHIEF VEHICLE		ASSET USEFUL LIFE: 5-10 YEARS		ESTIMATED COST \$50,000.00
SUBMITTED BY: DAN GREBIL, FIRE AUTHORITY ADMINISTRATOR				
NEW REQUEST OR REPLACEMENT OF EXISTING?: Replacement of existing.				
DEPARTMENT(S)	DIVISION(S)	PROJECT CODE	ORG & OBJECT ACCOUNT CODE	PROPOSED BUDGETED AMOUNT FOR EACH DEPT/DIV
FIRE AUTHORITY	VALLEY FIRE	18059	91721400.80100	\$50,000.00
EXISTING VEHICLE OR EQUIPMENT REQUESTING TO BE REPLACED				
CITY EQUIPMENT #	YEAR	MODEL	VIN/SERIAL #	
6803	2006	Ford Expedition 4X4	1FMPU165161A67494	
ESTIMATED LIFE IN MILEAGE/HOURS	CURRENT MILEAGE/HOURS	ORIGINAL PURCHASE PRICE		ESTIMATED SALVAGE/RESALE VALUE
100000 MILES/6,000 HOURS	113,000	UNKNOWN		UNKNOWN
CURRENT CONDITION: This vehicle is in fair condition.				
MAINTENANCE COSTS TO DATE	ADDITIONAL NEEDED REPAIRS ESTIMATE (IF APPLICABLE)			MEET CARB STANDARDS?
\$6,600 from 2013 to Present	None			Yes
ESTIMATED OUT-OF-SERVICE TIME		PARTS AVAILABLE		
56- Hours From 2013 to Present		OEM, AFTERMARKET		
PROPOSED VEHICLE OR HEAVY EQUIPMENT				
PROPOSED EQUIPMENT SPECIFICATIONS (ATTACH ADDITIONAL DOCUMENTATION IF NECESSARY): 2019 SUV 4X4				
EST. MILEAGE/HOURS PER YEAR 3,000 - 5,000 MILES/600 HOURS				
JUSTIFICATION/USE/NEED: This vehicle will serve as a Command/Chief vehicle for the Division Chief. Performing vital daily duties as well as serving during fire operational needs.				
COST/BENEFIT ANALYSIS: Based on past history, use of the vehicles should extend well beyond the standard useful life of 5-10 year, to most likely 15 -20 years. The benefit it will provide is the necessary for staff to perform adequate fire operational needs/duties to the City and the District.				
OTHER INDIRECT BENEFITS: None.				
ALTERNATE SOLUTIONS EXPLORED: N/A				
ADDITIONAL COMMENTS: The vehicle being replaced will be removed from service and the fleet.				
15				
REVIEWED & APPROVED BY:	SIGNATURE			DATE
DEPARTMENT HEAD				
FLEET MAINTENANCE SUPERVISOR				



Vehicle & Heavy Equipment Request & Justification

FOR FISCAL YEAR: 2019/2020

ITEM: TRUCK, 1 TON SERVICE TRUCK		ASSET USEFUL LIFE: 8-10 YEARS		ESTIMATED COST: \$55,000
SUBMITTED BY: TIM SANTO ELECTRIC UTILITY SUPERINTENDENT				
NEW REQUEST OR REPLACEMENT OF EXISTING?: REPLACEMENT OF EXISTING				
DEPARTMENT(S)	DIVISION(S)	PROJECT CODE	ORG & OBJECT ACCOUNT CODE	PROPOSED BUDGETED AMOUNT FOR EACH DEPT/DIV
ELECTRIC		V3764	80126100.80100	\$55,000.00
EXISTING VEHICLE OR EQUIPMENT REQUESTING TO BE REPLACED				
CITY EQUIPMENT #	YEAR	MODEL	VIN/SERIAL #	
3762	2007	FORD F-150	1FTRX12W18FA87376	
ESTIMATED LIFE IN MILEAGE/HOURS	CURRENT MILEAGE/HOURS	ORIGINAL PURCHASE PRICE		ESTIMATED SALVAGE/RESALE VALUE
100,000 MILES	107,000 MILES	\$13,000.00		\$5,000.00
CURRENT CONDITION: Fair				
MAINTENANCE COSTS TO DATE		ADDITIONAL NEEDED REPAIRS ESTIMATE (IF APPLICABLE)		MEET CARB STANDARDS?
\$6,586.00		None		Meets 2019 STDs
ESTIMATED OUT-OF-SERVICE TIME			PARTS AVAILABLE	
40 hours			Yes	
PROPOSED VEHICLE OR HEAVY EQUIPMENT				
PROPOSED EQUIPMENT SPECIFICATIONS (ATTACH ADDITIONAL DOCUMENTATION IF NECESSARY): 2019/2020 FORD F-250 SUPERCAB LONG BED 4X4				
EST. MILEAGE/HOURS PER YEAR		5,000 - 7,000 MILES		
JUSTIFICATION/USE/NEED: The vehicle will be used on a daily basis for electric department duties such as job assist, pre-check and post check projects. Outage restoration support. Maintenance.				
COST/BENEFIT ANALYSIS: Based on past history, use of the vehicles should extend well beyond the standard useful life of 8-10 year, to most likely 10-15 years. Based on this estimation, the cost for the vehicle alone will be approximately \$3,600 per year. The benefit to the City will be the support this truck gives to the operation, maintenance and construction of the City's Electric Utility system.				
OTHER INDIRECT BENEFITS: None.				
ALTERNATE SOLUTIONS EXPLORED: Ongoing				
ADDITIONAL COMMENTS:				
REVIEWED & APPROVED BY:		SIGNATURE		DATE
DEPARTMENT HEAD				
FLEET MAINTENANCE SUPERVISOR				



Vehicle & Heavy Equipment Request & Justification

FOR FISCAL YEAR: 2019/2020

ITEM: LIFT, TELESCOPING		ASSET USEFUL LIFE: 5-20 YEARS		ESTIMATED COST: \$12,000
SUBMITTED BY: DAVE KIRCH, FLEET AND PLANT MAINTENANCE SUPERVISOR				
NEW REQUEST OR REPLACEMENT OF EXISTING?: Replacement of existing.				
DEPARTMENT(S)	DIVISION(S)	PROJECT CODE	ORG & OBJECT ACCOUNT CODE	PROPOSED BUDGETED AMOUNT FOR EACH DEPT/DIV
WATER RESOURCES	WWTP	E1718	84027225.80100	\$12,000.00
EXISTING VEHICLE OR EQUIPMENT REQUESTING TO BE REPLACED				
CITY EQUIPMENT #	YEAR	MODEL	VIN/SERIAL #	
N/A	N/A	N/A	N/A	
ESTIMATED LIFE IN MILEAGE/HOURS	CURRENT MILEAGE/HOURS	ORIGINAL PURCHASE PRICE		ESTIMATED SALVAGE/RESALE VALUE
N/A	N/A	N/A		N/A
CURRENT CONDITION: N/A				
MAINTENANCE COSTS TO DATE		ADDITIONAL NEEDED REPAIRS ESTIMATE (IF APPLICABLE)		MEET CARB STANDARDS?
N/A		N/A		N/A
ESTIMATED OUT-OF-SERVICE TIME			PARTS AVAILABLE	
N/A			N/A	
PROPOSED VEHICLE OR HEAVY EQUIPMENT				
PROPOSED EQUIPMENT SPECIFICATIONS (ATTACH ADDITIONAL DOCUMENTATION IF NECESSARY): JLG 400S TELESCOPIC BOOM LIFT, PROPANE OR ELECTRIC.				
EST. MILEAGE/HOURS PER YEAR		50-75 hours		
JUSTIFICATION/USE/NEED: Equipment is needed to perform maintenance to roofs and buildings. Service HVAC units and electric motors throughout the facility.				
COST/BENEFIT ANALYSIS: Staff is currently performing these tasks on ladders, which is a safety concern. Lift will also improve productivity. Estimated life is expected to be approximately 25 years. Based on the cost of the equipment alone, cost per year would be approximately \$480 per year.				
OTHER INDIRECT BENEFITS: Allow current WWTP staff to perform more maintenance, having the proper equipment to address the issues.				
ALTERNATE SOLUTIONS EXPLORED: Rental of equipment has been considered, but would not meet the needs of maintenance issues that need to be immediately addressed, to minimize plant down time.				
ADDITIONAL COMMENTS: This was originally approved for the 18/19 FY budget, and has been rebudgeted for the FY 19/20.				
17				
REVIEWED & APPROVED BY:		SIGNATURE		DATE
DEPARTMENT HEAD				
FLEET MAINTENANCE SUPERVISOR				



Vehicle & Heavy Equipment Request & Justification

FOR FISCAL YEAR: 2019/2020

ITEM: UTILITY TASK VEHICLE (UTV)		ASSET USEFUL LIFE: 5-10 YEARS		ESTIMATED COST \$22,000
SUBMITTED BY: DAVE KIRCH, FLEET & PLANT MAINTENANCE SUPERVISOR				
NEW REQUEST OR REPLACEMENT OF EXISTING?: NEW REQUEST				
DEPARTMENT(S)	DIVISION(S)	PROJECT CODE	ORG & OBJECT ACCOUNT CODE	PROPOSED BUDGETED AMOUNT FOR EACH DEPT/DIV
WATER RESOURCES	WASTEWATER TREATMENT PLANT	E4963	84027225.80100	\$22,000.00
EXISTING VEHICLE OR EQUIPMENT REQUESTING TO BE REPLACED				
CITY EQUIPMENT #	YEAR	MODEL	VIN/SERIAL #	
N/A	N/A	N/A	N/A	
ESTIMATED LIFE IN MILEAGE/HOURS	CURRENT MILEAGE/HOURS	ORIGINAL PURCHASE PRICE		ESTIMATED SALVAGE/RESALE VALUE
N/A	N/A	N/A		N/A
CURRENT CONDITION: N/A				
MAINTENANCE COSTS TO DATE	ADDITIONAL NEEDED REPAIRS ESTIMATE (IF APPLICABLE)			MEET CARB STANDARDS?
N/A	N/A			N/A
ESTIMATED OUT-OF-SERVICE TIME		PARTS AVAILABLE		
N/A		N/A		
PROPOSED VEHICLE OR HEAVY EQUIPMENT				
PROPOSED EQUIPMENT SPECIFICATIONS (ATTACH ADDITIONAL DOCUMENTATION IF NECESSARY): Kubota RTX-V900 or equal.				
EST. MILEAGE/HOURS PER YEAR		400 HOURS/YEAR		
JUSTIFICATION/USE/NEED: The vehicle will be used on a daily basis to operate and maintain the Wastewater Treatment Plant facility. This includes pond level inspection, transporting tools/supplies and equipment as well as samples of the on-site lab for analysis				
COST/BENEFIT ANALYSIS: Based on past history, use of the vehicles should extend well beyond the standard useful life of 5-10 year, to most likely 10-15 years. Based on this estimation, the cost for the vehicle alone will be approximately \$1,466 per year. The benefit it will provide is the necessary equipment needed for staff to perform adequate maintenance and operation of the Wastewater Treatment Plant.				
OTHER INDIRECT BENEFITS: None.				
ALTERNATE SOLUTIONS EXPLORED: None				
ADDITIONAL COMMENTS: NONE				
REVIEWED & APPROVED BY:		SIGNATURE		DATE
DEPARTMENT HEAD				
FLEET MAINTENANCE SUPERVISOR				



FOR FISCAL YEAR: 2019/2020

19

RESOLUTION NO. 2019 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING THE FISCAL YEAR 2019-20 APPROPRIATIONS LIMIT FOR THE CITY OF UKIAH

WHEREAS, pursuant to *Government Code* Section 7910, the City Council must, by resolution, establish its appropriations limit for each fiscal year.

NOW, THEREFORE, BE IT RESOLVED THAT the appropriations limit for the City of Ukiah for the 2019-20 Fiscal Year shall be forty-four million, two hundred and fifty-one thousand, and fifty-six dollars (\$44,251,056). The appropriations subject to this limit are estimated to be seventeen million, three hundred and twenty-four thousand, five hundred and thirty-six dollars (\$17,324,536).

This resolution was adopted by the City Council of the City of Ukiah at a regular meeting thereof on the 19th day of June, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAUREEN MULHEREN, Mayor

ATTEST:

KRISTINE LAWLER, City Clerk

EXHIBT A

Gann Limit Calculation

FY 2019-20

Per Capita Cost of Living Change =	3.85 percent	
Population Change(1) =	-0.1 percent	
Per Capita Cost of Living converted to a ratio:	$\frac{3.85 + 100}{100}$	= 1.0385 (a)
Population converted to a ratio:	$\frac{-0.1 + 100}{100}$	= 0.999 (b)
Calculation of factor for FY 2019-20:	(a) x (b)	= 1.0375 (c)
Appropriations Limit, Fiscal Year 2018-19	\$ 42,653,203	(d)
Appropriations Limit, Fiscal Year 2019-20 [(c) x (d)]	<u>\$ 44,251,056</u>	

FY 2019-20 appropriations subject to Gann Limit

Tax Revenue	Budget Estimates
Property tax	\$ 2,806,380
Sales tax (1.0% Bradley-Burns)	6,117,212
Measure S/P District Tax	3,234,000
Measure Y District Tax	3,220,000
Transient Occupancy Taxes (TOT)	1,450,000
Business license tax	408,000
Other governmental taxes	249
Interest earning from taxes	88,695
	<u>\$ 17,324,536</u>
Percentage Use of Appropriations Limit	39.15%

(1) When calculating its appropriation limit, the City may use either the change in population for the City or Mendocino County as a whole.

RESOLUTION NO. 2019 -**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROPRIATING FUNDS FOR THE GENERAL FUND AND OTHER FUNDS IN THE FISCAL YEAR 2019-20 BUDGET**

WHEREAS, the Ukiah Municipal Code requires the City Manager to prepare and submit an Annual Budget to the City Council for its approval; and

WHEREAS, it is good management practice to have comprehensive operating and capital improvement budgets to implement the various policies, programs and projects of the City Council, and the City Council has established a policy to review, adopt, and provide multiple updates to Fiscal Year (FY) Budgets; and

WHEREAS, on June 5, 2019, the City Council reviewed Draft FY 2019-20 revenue and expenditures for all budgeted governmental (including the general fund), proprietary, and fiduciary funds; and

WHEREAS, on June 11, 2019, the City Council reviewed Draft FY 2019-20 revenue and expenditures for the departmental budget units and capital improvements; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Ukiah does hereby adopt the budget for the General Fund and other budgeted funds for Fiscal Year 2019-20.

NOW THEREFORE BE IT FURTHER RESOLVED that,

1. Funds are appropriated at the Fund level for total expenditures, transfers and other uses as summarized in Exhibit A, attached hereto.
2. Transfers between funds are authorized as summarized in Exhibit B, attached hereto.
3. The FY 2019-20 Budget provides detail to the sources and uses of the authorized appropriations by fund and the final adopted document is incorporated herein by reference.
4. The City Manager is authorized to approve budget changes between accounts within the same fund, and that any budget appropriation changes between funds require City Council approval.
5. The encumbrances outstanding at year-end are reported as committed and, with any unreserved and undesignated funds remaining on June 30, 2019, are hereby designated as reserved in fund balance or net position and available for appropriation in FY 2019-20 or future fiscal years.

PASSED AND ADOPTED this 19th day of June 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

Fiscal Year 2019-20
Changes to Fund Balance/Working Capital

Fund Name	Estimated Beginning Fund Balance	Revenue	Expenditures	Transfers In	Transfers (Out)	Other In (Out)	Estimated Ending Fund Balance
100 General Fund	\$ 3,423,157	\$ 25,228,453	\$ 21,050,796	\$ 429,000	\$ (3,140,887)	\$ -	\$ 4,888,927
Capital Project Funds:							
120 STREETS AND ROADS CAPITAL	(1,978)	-	3,520,274	2,995,887	-	509,051	(17,315)
220 EQUIPMENT RESERVE FUND	464,684	870	221	-	-	-	465,332
251 SPECIAL PROJECTS RESERVE	823,198	1,793	456	-	-	-	824,535
300 PARK DEVELOPMENT FEES FUND	29,424	78	20	-	-	-	29,482
301 ANTON STADIUM FUND	10,148	84	21	-	-	-	10,211
302 OBSERVATORY PARK FUND	5,280	29	7	-	-	-	5,302
303 PLAYGROUND & PARK AMENITIES	2,573	7	2	-	-	-	2,578
304 SWIMMING POOL FUND	(136,222)	22	6	-	-	-	(136,205)
305 RIVERSIDE PARK FUND	20,342	1,063,753	882,470	-	-	-	201,624
306 SKATE PARK FUND	11,399	30	8	-	-	-	11,421
307 SOFTBALL COMPLEX FUND	6,554	18	5	-	-	-	6,568
607 PROP. 84 GRANT FUND	20	1	0	-	-	-	20
Total capital project funds	1,124,669	3,642,425	6,953,268	2,995,887	-	509,051	1,318,762
Special Revenue Funds:							
249 CITY HOUSING BOND PROCEEDS	1,301,128	-	500,000	-	-	-	801,128
250 SPECIAL REVENUE FUND	110,411	389	99	-	-	-	110,701
253 CITY PROP 172	28,926	63,220	104,731	-	-	-	(12,584)
311 ARRC GENERAL OPERATING FUND	(39,975)	105,075	106,417	-	-	-	(41,317)
312 DOWNTOWN BUSINESS IMPROVEME	-	20,601	20,601	-	-	-	-
313 LMIHF HOUSING ASSET FUND	4,457,630	42,756	531,935	-	-	-	3,968,451
314 WINTER SPECIAL EVENTS	34,348	146,070	144,960	-	-	-	35,458
315 ADVANCED PLANNING FUND	420,390	250	64	-	-	-	420,576
500 GAS TAX FUND	257,219	703,661	367,562	-	(304,000)	-	289,318
502 2107.5 GAS TAX FUND	226	-	-	-	-	-	226
503 2105 GAS TAX FUND	3,188	-	-	-	-	-	3,188
505 SIGNALIZATION FUND	36,366	1,197	304	-	-	-	37,259
507 1998 STIP AUGMENTATION FUND	492,000	532,000	532,000	-	-	-	492,000
508 SB325 REIMBURSEMENT FUND	(138,543)	87	22	-	-	-	(138,478)
509 S.T.P.	231	72,000	72,000	-	-	-	231
510 TRANS-TRAFFIC CONGEST RELIEF	(385,038)	67	17	-	-	-	(384,988)
600 COMM. DEVELOPMT. BLOCK GRAN	121,997	47,317	9,061	-	-	-	160,253
601 EDBG 94-333 REVOLVING LOAN	-	-	-	-	-	-	-
602 SUMMERCREEK (00-HOME-0452)	1,807,986	235	60	-	-	-	1,808,161
603 08-HOME-4688 FUND	999,098	1,047	266	-	-	-	999,879
604 CDBG GRANT 09-STBG-6417 FUND	37	1	0	-	-	-	38
605 11-HOME-7654 FUND	757,931	1	0	-	-	-	757,931
606 CDBG GRANT 10-EDEF-7261 FUND	580,669	28	7	-	-	-	580,690
609 13-CDBG-8940	(436)	585	149	-	-	-	-
611 CDBG 16-CDBG-11147	21	190,009	143,934	-	-	-	46,096
612 16-HOME-11376	-	487,500	487,500	-	-	-	-
613 HOME PROGRAM INCOME	-	117,000	116,876	-	-	-	124
630 ASSET SEIZURE FUND	9,713	25,067	25,017	-	-	-	9,762
631 ASSET SEIZURE(DRUG/ALCOHOL)	8	-	-	-	-	-	8
633 H&S EDUCATION 11489(B)(2)(A1)	11,856	20,030	20,008	-	-	-	11,879
634 FEDERAL ASSET SEIZURE GRANTS	9,801	66	17	-	-	-	9,850
635 SUP.LAW ENFORCE.SVC.FD(SLESF)	98,359	125,053	113,049	-	-	-	110,363
636 CBTHP OFFICER	811,622	4,010	204,351	-	-	-	611,282
638 ASSET FORFEITURE 11470.2 H&S	50,254	162	25,041	-	-	-	25,375
639 SPECIAL REVENUE POLICE	8	125,000	8	-	(125,000)	-	-
695 TRANSFER STATION FUND	69,098	405,567	24	-	(405,473)	-	69,168
750 VISIT UKIAH FUND	99,689	-	151,548	145,000	-	-	93,141
Total special revenue	12,006,218	3,236,051	3,677,629	145,000	(834,473)	-	10,875,169

(continued)

Permanent Funds:							
400 RIPARIAN CORRIDOR ENHANCEMENT	143,775	2,418	615	-	-	-	145,578
Enterprise Funds*:							
640 PARKING DISTRICT #1	25,134	117,420	630,628	-	-	500,000	11,926
700 SANITARY DISPOSAL SITE FUND	668,168	470,086	1,111,339	405,473	-	-	432,389
701 LANDFILL CORRECTIVE ACTION	(634,925)	-	-	-	-	-	(634,925)
702 DISPOSAL CLOSURE RESERVE FUND	7,941,001	21,059	10,348,641	-	-	-	(2,386,581)
704 POST CLOSURE FUND-SOLID WASTE	176,455	411	104	-	-	-	176,762
720 GOLF FUND	(797,048)	229,081	134,711	-	-	-	(702,678)
730 CONFERENCE CENTER FUND	163,369	482,678	439,216	-	-	-	206,831
777 AIRPORT FUND	47,651	1,542,157	1,329,837	-	(172,375)	-	87,596
778 AIRPORT CAPITAL IMPROVEMENT	-	3,602,008	3,760,002	158,000	-	-	6
779 SPECIAL AVIATION FUND	88,952	819	14,582	14,375	-	-	89,563
800 ELECTRIC FUND	12,494,612	16,701,185	14,609,878	-	(3,500,000)	-	11,085,919
801 ELECTRIC CAPITAL RESERVE FUND	1,570,576	709,910	5,780,486	3,500,000	-	-	-
802 ELECTRIC RATE STABILIZATION	1,559,099	4,048	1,029	-	-	-	1,562,118
803 LAKE MENDOCINO BOND FUND	439,916	1,691	430	-	-	-	441,177
805 STREET LIGHTING FUND	(222,786)	195,126	195,162	-	-	-	(222,821)
806 PUBLIC BENEFITS CHARGES FUND	63,335	450,654	515,647	-	-	-	(1,657)
820 WATER FUND	860,844	11,997,372	5,893,108	-	(9,989,496)	10,559,000	7,534,612
821 WATER CAPITAL RESERVE FUND	78,171	181	46	-	-	-	78,306
822 WATER CONNECTION FEE FUND	571,970	36,871	1,537,559	928,718	-	-	-
830 RECYCLED WATER FUND	(6,361,435)	26	5,078,837	9,210,778	-	-	(2,229,468)
840 CITY WASTEWATER OPERATIONS FUND	3,879,277	8,062,275	6,557,148	-	(4,561,130)	-	823,274
841 SEWER BOND DEBT SERVICE FUND	3,911,095	2,557,532	4,891,252	2,341,140	-	-	3,918,515
842 RATE STABILIZATION-CITY FUND	2,973,777	7,720	1,963	-	-	-	2,979,535
843 CONNECTION FEE SEWER FUND	1,885,937	55,894	2,566	-	-	-	1,939,266
844 CITY SEWER CAPITAL PROJECTS FUND	12,260	10	2,082,260	2,069,990	-	-	-
Total enterprise funds	31,395,405	47,246,214	64,916,431	18,628,474	(18,223,001)	11,059,000	25,189,665
Internal Service Funds*:							
201 WORKER'S COMP FUND	698,684	1,073,255	1,441,413	-	-	-	330,526
202 LIABILITY FUND	1,089,637	544,023	745,659	-	-	-	888,002
203 GARAGE FUND	13,952	523,366	523,366	-	-	-	13,952
204 PURCHASING FUND	19,518	572,460	572,461	-	-	-	19,517
205 BILLING AND COLLECTION FUND	826,702	1,142,335	1,867,511	-	-	-	101,526
206 PUBLIC SAFETY DISPATCH FUND	(65,763)	1,420,195	1,354,433	-	-	-	-
208 BUILDING & MAINTENANCE FUND	236,371	786,158	981,267	-	-	-	41,262
209 IT FUND	61,555	1,401,798	1,463,353	-	-	-	-
Total internal service funds	2,880,656	7,463,590	8,949,463	-	-	-	1,394,785
Total City Funds	50,973,880	86,819,151	105,548,202	22,198,361	(22,198,361)	11,568,051	43,812,886
Fiduciary Funds**:							
915 UVFD GENERAL OPERATING FUND	712,746	1,628,509	1,828,597	-	(32,686)	-	479,972
916 UVFD PROP 172	114,611	65,152	110,896	-	-	-	68,867
917 UVFD MEASURE B	216,885	166,993	162,418	-	-	-	221,460
918 UVFD FIRE MITIGATION FEE	(6,912)	25,001	57,686	32,686	-	-	(6,912)
963 HOUSING DEBT FUND	(145,977)	-	408,125	554,103	-	-	-
966 REDEVELOPMENT DEBT SERVICE	390,488	233,291	623,779	233,202	-	-	-
968 NON HOUSING BOND PROCEEDS FUND	4,489,410	-	-	-	-	-	4,489,410
969 REDEVELOPMENT SUCCESSOR AGENCY	4,171,966	12,336	22,146	-	(787,305)	-	3,374,851
Total fiduciary funds	9,943,217	2,131,282	3,213,647	819,991	(819,991)	-	8,627,648
Total all funds	\$ 60,917,097	\$ 88,950,433	\$108,761,849	\$ 23,018,352	\$ (23,018,352)	\$ 11,568,051	\$ 52,440,534

*Denotes approximate available working capital.

**Denotes current assets. Funds held for the benefit of other agencies or entities.

Fiscal Year 2019-20
SCHEDULE OF TRANSFERS

Fund Transferring From (Transfers Out)			Fund Transferring To (Transfers In)		
Fund Number	Fund Name	Amount	Fund Number	Fund Name	Amount
100	GENERAL FUND	2,995,887	120	STREETS CAPITAL IMPROVEMENTS	2,995,887
100	GENERAL FUND	145,000	750	VISIT UKIAH FUND	145,000
500	GAS TAX FUND	304,000	100	GENERAL FUND	304,000
639	AB 109 SPECIAL REVENUE POLICE	125,000	100	GENERAL FUND	125,000
695	TRANSFER STATION FUND	405,473	700	SANITARY DISPOSAL SITE FUND	405,473
777	AIRPORT FUND	158,000	778	AIRPORT CAPITAL IMPROVEMENT FU	158,000
777	AIRPORT FUND	14,375	779	SPECIAL AVIATION FUND	14,375
800	ELECTRIC FUND	3,500,000	801	ELECTRIC CAPITAL RESERVE FUND	3,500,000
820	WATER FUND	9,060,778	830	RECYCLED WATER FUND	9,060,778
820	WATER FUND	928,718	822	WATER CONNECTION FEE FUND (CAP	928,718
840	CITY SEWER OPERATIONS FUN	150,000	830	RECYCLED WATER FUND	150,000
840	CITY SEWER OPERATIONS FUN	2,069,990	844	CITY SEWER CAPITAL PROJECTS FU	2,069,990
840	CITY SEWER OPERATIONS FUN	2,341,140	841	SEWER BOND DEBT SERVICE FUND	2,341,140
915	UKIAH VALLEY FIRE DEPT	32,686	918	UVFD MITIGATION FEES	32,686
969	REDEVELOPMENT OBLIGATION RETIR	233,202	966	REDEVELOPMENT DEBT SERVICE FUN	233,202
969	REDEVELOPMENT OBLIGATION RETIR	554,103	963	HOUSING DEBT FUND	554,103
Total Transfers Out		\$ 23,018,352	Total Transfers In		\$ 23,018,352



AGENDA SUMMARY REPORT

SUBJECT: Authorize the Transfer of the Administration of the Visit Ukiah Program and the corresponding Transient Occupancy Tax Funds to the Greater Ukiah Chamber of Commerce, Effective July 1, 2019, and Authorize the City Manager to Negotiate and Execute a Performance Agreement for Said Administration.

DEPARTMENT: Economic Development

PREPARED BY: Shannon Riley

ATTACHMENTS:

[Attachment 1 - Visit Ukiah Staff Report](#)

[Attachment 2 - Agreement - Visit Ukiah Chamber 2019-20 draft](#)

Summary: The City Council will consider authorizing the transfer of the Visit Ukiah program to the Chamber of Commerce as part of a merger between these programs and the Ukiah Main Street Program.

Background: At the November 7, 2018 meeting, the City Council authorized City Staff to negotiate the possible transfer of administration of the Visit Ukiah program to another entity. (See Attachment 1 for Staff Report, including detail regarding the administrative structure and history of the program.) At the same meeting, a proposed merger between the Greater Ukiah Chamber of Commerce and the Ukiah Main Street Program was presented, with the possible recommendation that the Visit Ukiah program also be administered by this merged entity.

RECOMMENDED ACTION: Authorize the transfer of the administration of the Visit Ukiah Program and the corresponding Transient Occupancy Tax funds to the Greater Ukiah Chamber of Commerce, effective July 1, 2019, and authorize the City Manager to negotiate and execute a performance agreement for said administration.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

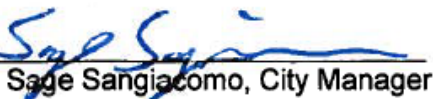
PROPOSED BUDGET AMOUNT: 75012700

FINANCING SOURCE: Transient Occupancy Tax Revenue

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

Approved: _____


Sage Sangiacomo, City Manager

Discussion: Negotiations between the Chamber, Main Street, and Visit Ukiah have steadily progressed. A partnership agreement and bylaws have been drafted and reviewed by attorneys, accounting professionals have been consulted, and the recruitment for an Executive Director is nearly complete. The organizations would be administered under the Chamber's existing business structure and managed by an Executive Board that consists of three members from each of the entities.

City Staff and the Visit Ukiah Task Force have been directly involved in the entire process, and are extremely satisfied with its evolution. The goals of consolidating resources, strengthening programs, and innovating are already being achieved. By sharing the overhead expenses and eliminating redundancies, the new entity will be able to more effectively recruit and retain talented staff (including offering more competitive salary/wages) and provide more resources and benefits to its members.

While the Visit Ukiah program has been exceedingly successful under the leadership of City of Ukiah, program leaders are confident that highly competent and experienced new hires (Executive Director and Event Coordinator), in conjunction with the existing Visit Ukiah Task Force and the new partnership between the Chamber and Main Street Program, can take Ukiah tourism to new heights.

The proposed reorganization will allow for more dedicated staff time to be spent on the Visit Ukiah initiatives while retaining diligent oversight to the program. The new Executive Board of the merged organization will have seats at their regular meetings for a City of Ukiah Staff Liaison and a City Council member. Additionally, annual reports would be provided to the Council in accordance with a performance agreement and work plan.

At this time, it is Staff's recommendation that Council authorize 1) the transfer of the administration of the Visit Ukiah Program and the corresponding TOT funds to the Greater Ukiah Chamber of Commerce (on behalf of the merged organization), effective July 1, 2019; and 2) the City Manager to negotiate and execute a performance agreement for said administration and use of funds, a draft of which is provided as Attachment 2.

MEETING DATE/TIME: 11/7/2018PEAK ITEM NO: COU-507-2017

AGENDA SUMMARY REPORT

SUBJECT: Annual Update/Presentation Regarding Visit Ukiah and Authorization to Negotiate the Possible Transfer of Administration for the Program to Another Entity.

DEPARTMENT: Economic Development

PREPARED BY: Shannon Riley

ATTACHMENTS:

[Attachment 1 - Summary of Business Forum and FAQ Revised](#)

Summary: Visit Ukiah is the destination marketing program for the Ukiah area. As such, a team of City Staff and volunteers manage the Ukiah Visitor Center, run a marketing campaign in popular magazines and visitor guides, and handle various other tourism-related projects. The program is entirely funded by a portion of the transient occupancy tax paid by visitors in Ukiah lodging establishments. The Council will receive a presentation regarding Visit Ukiah's activities and accomplishments over the last year and consider transferring the administration of the program to another entity.

Background: In 2007, Ukiah residents voted to increase the transient occupancy tax (TOT) from 8% to 10% in part to create a mechanism for funding the promotion of tourism to the Ukiah area. Originally, the Chamber of Commerce was designated as the administrative agency; however, as the Chamber changed administration and focus, the organization determined that they no longer wished to host the program. In 2011, the City Council determined that the program would be coordinated by City Staff under the direction of the TOT Task Force, which is made up of community volunteers who represent various segments of the tourism industry.

Though TOT revenue is tracked through the lodging establishments only, tourism produces an expansive

RECOMMENDED ACTION: Receive presentation and direct Staff to negotiate the possible transfer of the administration of the program to another entity.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 75012700 - \$137,455

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Transient Occupancy Tax

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

multiplier effect within the community; restaurants, gas stations, retail shops, business services and more also benefit from increased tourism. In fact, in Mendocino County, the tourism industry employs over 7,000 people, generates over \$19 million in tax revenue for local governments, and results in over \$456 million of travel spending.

The strength of Ukiah's tourism base is its diversity. The weekday traffic is largely composed of business travel, which is nearly as heavy as the weekend leisure travel. This is largely because Ukiah is an ideal hub for businesses that have Bay Area, Sacramento area, coastal and north county presences; the Conference Center is the epicenter for these gatherings and a critical asset for Ukiah. At the same time, leisure tourism has expanded rapidly, as has Ukiah's reputation as a wedding destination.

Discussion: Since the City's administration of the program, TOT revenue has more than doubled, and is thus earning well over \$1 million per year for Ukiah's General Fund. The remarkable growth of Ukiah's tourism market is noteworthy and has significantly outperformed other local and regional markets. For example, TOT revenue in Mendocino County (including Ukiah) increased 4.8% between 2106-2017; in the same period, Ukiah's TOT revenue increased 13.8%. Statewide, travel spending only increased about 3.1%.

The total 2018-19 operating budget for the Visit Ukiah program is roughly \$140,000, or 1% of the total TOT revenue, an amount that changes annually based on the actual TOT dollars collected. This budget covers staffing for the Visitor Center, a marketing program that includes magazines like Sunset and VIA, brochure design and printing, website maintenance, postage and office supplies, trade shows, and more.

Staff and the Task Force work hard to maximize the limited budget. Successful programs have included advertising support to help Ukiah-area businesses afford visitor-oriented marketing, sharing trade show costs with partners, and taking advantage of last-minute "remnant ads" that can be shared with other advertisers.

One of the primary reasons that the Visit Ukiah program has been so successful is that the administration and overhead costs have been extremely low under the City's management; therefore, the vast majority of the budget can be dedicated to marketing and other direct services.

The success of the Visit Ukiah program warrants consistent staffing attention, which is often difficult for City Staff to provide. To date, however, the ability to dedicate the bulk of the budget to direct services has outweighed that challenge.

A new opportunity has arisen that Staff believes warrants serious consideration--a possible merger between the Greater Ukiah Chamber of Commerce, the Ukiah Main Street Program, and Visit Ukiah. By sharing the administration and overhead with two other entities, a similar economy of scale can be established while providing additional staffing support.

The proposed merger, which has been at the active discussion level within all three organizations, has also received support at a public forum held on October 22nd and through extended outreach. A summary of that public forum and additional details are provided as Attachment #1.

The concept would allow the three organizations to share costs, eliminate redundancies, and strengthen their core missions by providing additional staff and resources. While each program would remain intact in the form of an advisory board, they would also have equal representation on the governing Executive Board. Assuming current levels of funding remain somewhat static, the new organization would share a full-time Executive Director, a part- or full-time Event Coordinator, and full time administrative support.

The Visit Ukiah Task Force has discussed this proposition at length, both internally and with ad hoc committees from the Chamber and Main Street. There are significant advantages that a merger could provide; however, Staff and the Task Force agree that such a venture should only be undertaken if certain conditions can be met:

the majority of the TOT budget must still be dedicated to direct services (active promotion of the Ukiah area), and Visit Ukiah would still maintain separate branding and its own website and social media sites. Additionally, the managing entity would still be accountable to the City of Ukiah Staff and Council for performance of the program.

While each of the three boards/task force have voted to continue the exploration of a merger, many of the logistics are yet to be resolved. For Visit Ukiah, this important change is only beneficial if the shared costs are split three ways; continued discussion will require commitment from each. Therefore, the Visit Ukiah Staff and Task Force are seeking Council's authorization to negotiate the possible transition of the program to the merged entity, providing the aforementioned conditions can be met. An official transfer requires City Council action and a Resolution; as such, a future item would be brought to the Council in the event that negotiations are successful.

When the City Council discussed the administration of the TOT program in 2011, it was determined that, at that time, there was no other entity that could more efficiently and proficiently operate the program. Visit Ukiah is encouraged by the spirit of collaboration within this recent merger conversation, and for the first time since 2011, sees an opportunity to grow the program in a positive, efficient manner.

TOT MEASURE X PERFORMANCE AGREEMENT
BETWEEN THE CITY OF UKIAH AND THE GREATER UKIAH
CHAMBER OF COMMERCE

This Agreement is made this _____ day of June, 2019, by and between the City of Ukiah, herein called "City," and the Greater Ukiah Chamber of Commerce, a California not for profit corporation formed pursuant to the laws of the State of California, herein called "Chamber."

RECITALS

1. The City is desirous of creating a quality promotional program for the Greater Ukiah area, the City of Ukiah, and Ukiah's tourism industry.
2. In November 2006, the voters of the City of Ukiah passed Measure X, which raised the transient occupancy tax (TOT) in the City from 8% to 10%. City Council Resolution No. 2006-68 ("Resolution"), as amended August 28, 2006, specified that for the first two years after the increase goes into effect, 75% of the additional revenue produced by the tax increase would be spent on promotion of the City of Ukiah and its tourist industry, and 50% thereafter.
3. The Resolution provides that the revenues expended for promotion of the City of Ukiah and its tourist industry shall be administered by the Greater Ukiah Chamber of Commerce, hereafter referred to as Visit Ukiah and subject to an annual performance agreement with the City of Ukiah.
4. The Chamber agrees to perform this function on behalf of the City. The parties have entered this performance agreement to comply with the Resolution.

NOW, THEREFORE, in consideration of the above-recited facts and agreement contained herein, it is agreed as follows:

A. TERM

This Agreement shall be effective from July 1, 2019 and shall terminate on June 30, 2020.

B. SCOPE OF SERVICES

The Chamber shall carry on promotional activities as Visit Ukiah with and on behalf of the City. These activities shall be carried out in cooperation and coordination with the City. These services shall include, but are not limited to, the work plan attached as Exhibit A.

C. REPRESENTATION

The Chamber shall reserve two non-voting seats on the Executive Board, one for a City Councilmember and one for a City staff liaison. Additionally, a separate Visit Ukiah Task Force, consisting of hospitality industry representatives, shall meet in an advisory capacity. Three representatives from that task force shall serve on the Executive Board of the Chamber.

D. RECORDS. REPORTS AND ACCOUNTABILITY

The Chamber shall, by June 30, 2020, furnish the City with a written annual report covering the activities and services performed during the term of this Agreement. The report shall include the type and scope of promotional activities implemented under this agreement and; measures documenting the success of the promotional activities. Such report shall identify and quantify all work program tasks and objectives completed during the term of this agreement and detail and quantify the impact of completed program objectives on promotion and tourism for the City of Ukiah. The report shall also itemize and quantify any uncompleted program work tasks or goals, provide justification for

failure to complete any tasks or goals, and forward recommendations for how those tasks or goals might be successfully completed in the future.

Chamber shall maintain a bookkeeping system and books of account in accordance with generally accepted accounting principles consistently applied, which are capable of audit and which account for the funds provided to the Chamber pursuant to this Agreement, identifying how the funds were used to provide the services described in the work plan. The City shall have access to said books of account during regular business hours for purposes of inspection and audit. Chamber shall fully cooperate with the City and its agents and accountants during any such inspection and audit, including, but not limited to, making its employees, accountants, bookkeepers, or officials available to provide any requested information or documents. Chamber shall furnish a detailed report by June 30, 2020, covering the annual activities of the promotional program undertaken on behalf of the City.

Any and all future Agreements between the Chamber and the City shall not only be predicated on the Chamber's on-going ability to accomplish the prescribed services contained in the "Scope of Services" and completion/submission of the identified reports.

E. FINANCIAL COMPENSATION BY CITY

In consideration of the Chamber's performance of the above services, and under the terms of this Agreement, the City shall pay the Chamber the sum of 50% of the additional revenue collected from the increase in transient occupancy tax from 8% to 10% for the 2018 calendar year^[1], less an administration fee. This sum of money shall constitute the entirety of the City's financial contribution to the Chamber for the term and scope of services detailed in this Agreement.

Chamber shall submit a written request for the release of funds from the City and within 15 business days thereafter, the City shall pay the request funds to the Chamber.

F. INSURANCE AND INDEMNIFICATION

During the term of this Agreement, ~~the~~ Chamber agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, defense costs, or liability of any kind or nature which the City, and its officers, agents, and employees, may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Chamber's performance under the terms of this Agreement, excepting only liability arising out of the sole and active negligence of the City.

Without limiting the Chamber's indemnification, it is agreed that the Chamber shall maintain in force at all times during the performance of this Agreement, the following policy or policies of insurance approved by the City and issued by admitted California insurers approved by the City covering its operations, which name the City as an additional insured:

1. Comprehensive General or Commercial Liability, including contractual liability, products, and completed operations and business automotive liability, all of which shall include coverage for both bodily injury and property damage with a combined single limit of One Million Dollars (\$1,000,000).
2. Worker's Compensation coverage at statutory limits.
3. The certificates of insurance and endorsements shall be completed to the satisfaction of the City.

Should the Chamber fail to comply with this paragraph, the City shall have the right to immediately terminate this Agreement without further notice to Chamber.

G. RELATIONSHIP BETWEEN CHAMBER AND CITY

Nothing in this Agreement shall be construed as making the Chamber or any of its employees or representatives, the agent or employee of the City for any purpose, or any employee of the City an employee of the Chamber or creating between the City and the Chamber the relationship of legal partners or joint ventures. It is understood that the contractual relationship of the Chamber to the City is that of an independent contractor.

H. TERMINATION FOR NON-PERFORMANCE

If any party to this Agreement breaches any provision thereof, then the other party may give the defaulting party a notice to remedy such violation within thirty (30) days. The other party may terminate the Agreement: (a) if such violation is not remedied within said 30 days; (b) if the breach cannot be remedied within such time period; or (c) the defaulting party has not commenced efforts to cure the breach or fails to diligently complete steps necessary to cure the breach.

Should this contract be terminated for breach on the part of the Chamber, compensation as provided in paragraph E shall be refunded to the City on a pro rata basis.

A waiver by either party of performance of any provision of this Agreement shall not amount to a future waiver of the strict performance of such provisions or of any other provision of this Agreement.

I. NON-PERFORMANCE DUE TO CONDITION BEYOND CONTROL OF PARTIES

If either party is unable to perform its obligations under this Agreement due to conditions beyond its reasonable control, such as, but not limited to, changes in local, state, or federal laws or regulations, judicial interpretations of existing law, vote by the citizens of Ukiah, or administrative action, and not due to the fault or neglect of any party, such failure to perform shall not be deemed a violation of this Agreement, provided the party whose performance is so prevented performs its obligation as soon as practicable after the occurrence of the event preventing performance under this Agreement no longer prevents such performance. Such party shall use reasonable diligence to put itself again in a position to carry out its obligations hereunder, and in the event such party does not or cannot within a reasonable time put itself again in a position to do so, the other party may, at its option, terminate this Agreement.

J. MISCELLANEOUS PROVISIONS

1. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver or modification of the Agreement or of any covenant, condition, or limitations herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in a proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed. The provisions of this paragraph may not be waived, except as herein set forth.

2. SEVERABILITY

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

3. NOTICE

Whenever notice is permitted or required by this Agreement, it shall be deemed given when personally delivered to or when deposited in the U.S. Mail with proper first class postage affixed thereto and addressed to:

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

Greater Ukiah Chamber of Commerce
200 S. School Street
Ukiah, CA 95482

4. DUPLICATE ORIGINALS

This Agreement may be executed in one or more duplicate originals each bearing the original signatures of the parties. When so executed, each such duplicate original shall be admissible to establish the existence and terms of this Agreement.

5. AUTHORITY

The parties hereto acknowledge that they have the authority to execute this Agreement on behalf of the entity that they represent as herein set forth below.

6. ARBITRATION

(a) All claims or controversies, disputes and other matters in question arising out of or relating to this Agreement or the breach hereof, shall be decided by binding arbitration. Any such dispute shall be submitted to arbitration upon the written request of either party served on the other party. Arbitration shall comply with and be governed by the provisions of the California Arbitration Act. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the laws of the State of California in any court having jurisdiction thereof. Arbitration shall be conducted in Ukiah, California.

(b) The arbitrator shall be a person mutually agreed upon by Chamber and City within 30 days written notice of either party's request for arbitration. If the parties cannot agree upon an arbitrator, they may apply to the superior court for the appointment of an arbitrator.

(c) Each party shall pay one-half of the charges, expenses and fees of the arbitrator and the arbitration, unless the arbitrator orders a different allocation of these costs.

By the parties initials below each of them hereby acknowledges that they have read, understood and agree to be bound by the arbitration provisions stated herein above.

City of Ukiah

Greater Ukiah Chamber of Commerce

Sage Sangiacomo, City Manager

Julia Siderakis, Board President

7. ATTORNEY'S FEES AND COSTS

If any action is commenced to compel arbitration or to confirm and enforce an arbitrator's award, the prevailing party shall be entitled to reasonable attorney's fees and costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

8. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either, oral or in writing, between the parties hereto with respect to the terms and conditions contained herein, and contains all of the covenants and agreements between the parties with respect to this Agreement in any manner

whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreements, statement, or promise not contained in this agreement shall be valid or binding.

9. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of the State of California as they apply to a contract entered into and performed in that State. Jurisdiction and venue shall be in Mendocino County, California.

10. HEADINGS AND CONTEXT

The headings of this Agreement are inserted for convenience only and do not define, limit or extend the scope or intent of this agreement or any provision thereof. When the context permits, a word or phrase used in the singular means the plural and when used in any gender, its meaning also includes all genders.

11. MERGER

This Agreement constitutes the entire understanding between the parties as to the terms and conditions contained herein, all previous understandings being merged herein.

12. ADEQUATE ASSURANCES

Each party shall execute, acknowledge and deliver such additional documents, writings or assurances as the other may periodically require so as to give full force and effect to the terms and provisions of this Agreement.

13. CONSTRUCTION OF AGREEMENT

This Agreement shall be interpreted in accordance with its plain meaning, neither for nor against any party. This Agreement has been reviewed by separate counsel for both parties. Any ambiguity existing in this Agreement shall not be construed against either party as the drafter of this Agreement.

14. TIME

Time is of the essence of this Agreement.

ACKNOWLEDGEMENT:

IN WITNESS WHEREOF, this Agreement is executed by the City of Ukiah and the Greater Ukiah Chamber of Commerce, by their duly authorized representatives, on the Effective Date.

City of Ukiah

Greater Ukiah Chamber of Commerce

Sage Sangiacomo, City Manager

Julia Siderakis, Board President

APPROVED AS TO FORM:

David J. Rapport, City Attorney

ATTEST:

Kristine Lawler, City Clerk

DRAFT

EXHIBIT A

GREATER UKIAH CHAMBER OF COMMERCE

2019-20 Visit Ukiah Work Plan

Overview:

In 2019-20, the primary focus of the Visit Ukiah program will be to continue leveraging the significant growth of Transient Occupancy Tax (TOT) revenue by strengthening strategic partnerships and updating its assets.

The following activities will be performed, with outcomes provided at a year-end report to the City Council:

- Operate a Visitor Center at the Ukiah Valley Conference Center that is open to the public for no fewer than four days per week.
 - Performance Indicator: Maintain regular open hours and ensure that promotional materials are current and well stocked.
- Develop and launch branding refresh and updated website.
 - Performance Indicator: Work with branding consultant to develop and launch updated branding and website
 - Performance Indicator: Update branded assets, including trade show materials, signage, and brochures
- Implement a comprehensive marketing plan that includes print and digital advertisements.
 - Performance Indicator: Demonstrate strategic placement of print and digital advertisements
- Continue to expand social media outreach.
 - Performance Indicator: Demonstrate through analytics increased reach and effectiveness to target markets
- Maintain a visitor-oriented website, including a comprehensive event calendar.
 - Performance Indicator: Track visitor usage through analytics
- Represent Ukiah at one or more trade shows.
 - Performance Indicator: Demonstrate participation in at least one trade show.
- Administer Special Event Grant Program on behalf of Mendocino County Tourism Commission
 - Performance Indicator: Provide a year-end report that describes the special events funded
- Develop and distribute at least three visitor-oriented newsletters
 - Performance Indicator: Utilizing a comprehensive database of visitor leads and stakeholders, distribute at least three visitor-oriented newsletters



AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).

DEPARTMENT: City Council

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - 2019 City Council Special Assignments & Ad Hocs](#)

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment #1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

RECOMMENDED ACTION: Receive report(s). The Council may also consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

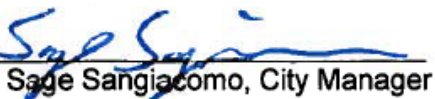
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Mulheren

Approved: _____


Sage Sangiacomo, City Manager

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

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

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	UPD Staff	Recommend to be assigned to staff - Forthcoming from UPD
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIASONS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced		Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren Brown- Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA		C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Alan Carter , Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries		Ukiah County Library 463-4491	Review library policy and activities	Bartolomei (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482		511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA		151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	Mulheren/Orozco White (appointed 12/19/18)	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHSa Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services		Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers		Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	(positions not active) Crane Mulheren- Alternate	Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA		Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen , Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Dan Grebil , Fire Authority Administrator; 462-7921 x400; dgrebil@cityofukiah.com

Rev. 6/5/19

2019 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Scalmanini	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Rate Studies for Electric, Water, Sewer	Crane/Scalmanini	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Downtown Parking Management	Mulheren/Brown	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 19/20 Budget	Crane/Brown	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion , Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com
Public Works Project Specification Development	Crane/Mulheren	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Uniform Cost Accounting	Crane/Mulheren	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Vichy Springs Resort Litigation	Brown/Scalmanini	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Marbut Study Ad Hoc	Brown/Scalmanini	Justin Wyatt , Police Operations Captain, 463-6760 jwyatt@cityofukiah.com
Solar Proposal-Application Project	Crane/Scalmanini	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
Cannabis Events	Mulheren/Brown	Tami Bartolomei , Community Services Administraor; 467-5765 tbartolomei@cityofukiah.com
Construction Related ADA Compliance	Scalmanini/Orozco	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Upper Russian River Water Discussions	Crane/Brown	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com

Rev. 6/5/19