



City Council Regular Meeting **AGENDA**

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

July 17, 2019 - 6:00 PM

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

3.a. [Introduction of New Public Safety Dispatcher Stacey Schofield.](#)

Recommended Action: The Chief of Police will introduce Public Safety Dispatcher Stacey Schofield.

[None](#)

3.b. [Presentation by Zero Waste Mendo.](#)

Recommended Action: Receive presentation from Zero Waste Mendo.

[Attachment 1 - Zero Waste Mendo Presentation](#)

[Attachment 2 - Fort Bragg Resolution](#)

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

5.a. [Approval of the July 3, 2019, Regular Meeting Minutes.](#)

Recommended Action: Approve the Minutes of July 3, 2019, a Regular Meeting, as submitted.

[Attachment 1 - July 3, 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 Contract with West Yost Associates for Administrative and Implementation Service for the Russian River Confluence Program on behalf of the Russian River Watershed Association in the Amount of \\$40,000.](#)
Recommended Action: Approve Contract with West Yost Associates for Administrative and Implementation Service for the Russian River Confluence Program on behalf of the Russian River Watershed Association in the Amount of \$40,000
[West Yost Russian River Confluence Proposal](#)
- 7.b. [Report of Rental Agreement for Generators for the Sewer Lift Stations and Water Wells to Peterson Power Systems in the Amount of \\$9,651.00 Plus Tax in Preparation for Anticipated Public Safety Power Shutoffs, Approve Additional Two-Month Rental, and Approve Associated Budget Amendment.](#)
Recommended Action: Receive report of rental agreement of Generators for the Sewer Lift Stations and Water Wells to Peterson Power Systems in the Amount of \$9,651.00 plus tax in preparation for anticipated Public Safety Power Shutoffs, approve additional two-month rental, and approve associated budget amendment.
[Attachment 1 - PO 46146](#)
- 7.c. [Approval of Amendment No. 1 with SMB Environmental to Update Sections of the Environmental Impact Report for the Ukiah Landfill Closure Project in the Amount of \\$22,000.](#)
Recommended Action: Approve Amendment No. 1 with SMB Environmental to Update Sections of the Environmental Impact Report for the Ukiah Landfill Closure Project in the Amount of \$22,000.
[Attachment 1 - SMB Environmental Proposal Amendment 1](#)
- 7.d. [Consideration of Adoption of Resolution Designating the Director of Community Development as the Certifying Officer Recognized by the U.S. Department of Housing and Urban Development and California Department of Housing and Community Development for Implementing the National Environmental Policy Act.](#)
Recommended Action: Adopt resolution designating Director of Community Development as the Certifying Officer recognized by the U.S. Department of Housing and Urban Development and California Department of Housing and Community Development for implementing the National Environmental Policy Act
[Attachment 1- Resolution](#)
- 7.e. [City Council to Adopt two Resolutions for Submission of Two Grant Applications for Proposition 68 Statewide Park Development and Community Revitalization Grant Program for Vinewood and Oak Manor Park Improvements, and Authorize City Manager to sign Applications and Grant Documents.](#)
Recommended Action: Council to consider adoption of two Resolutions for the City of Ukiah to apply for two grants from Proposition 68 Statewide Park Development and Community Revitalization Grant Program. These are competitive grants and funds will be used for Vinewood and Oak Manor Park improvements, and authorize the City Manager to sign applications and grant documents.
[Attachment 1 - Authorizing Resolution Oak Manor Park Revitaliation](#)
[Attachment 2 - Authorizing Resolution Vinewood Park Revitaliation](#)
- 7.f. [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](#)

[Attachment 9 - Local Emergency City of Ukiah](#)

- 7.g. [Approve Notice of Completion for Vinewood Park Renewal - Phase 1, Specification 19-02.](#)
Recommended Action: Accept the work as complete and direct the City Clerk to file the Notice of Completion with the County Recorder for Vinewood Park Renewal - Phase 1, Specification 19-02.

[Attachment 1 - Vinewood Park ASR Notice of Completion](#)

- 7.h. [Award a Contract for Specification #E32819 - EV Charging Station Project to Diamond D Construction, LLC of Ukiah, CA in the amount of \\$42,936.96, and Approve Corresponding Budget Amendment. \(EUD\)](#)

Recommended Action: Award a Contract to Diamond D Construction, LLC in the amount of \$42,936.96 and Approve a Corresponding Budget Amendment. (EUD)

[Attachment 1 - Bid Results EV Charging Station](#)

[Attachment 2 - Diamond D Bid](#)

8 AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9 COUNCIL REPORTS

10 CITY MANAGER/CITY CLERK REPORTS

11 PUBLIC HEARINGS (6:15 PM)

12 UNFINISHED BUSINESS

- 12.a. [Discussion and Request for Direction on Cannabis Special Events Ordinance within the City Limits.](#)

Recommended Action: Provide direction to staff as to whether to proceed with drafting a Cannabis Special Events Ordinance as proposed by the Cannabis Ad Hoc.

[None](#)

- 12.b. Possible Introduction by Title Only of Broadband Deployment Ordinance and Approval of Community Development Director Determination that Broadband Deployment Ordinance Qualifies for a CEQA Exemption.
Recommended Action: Discuss and consider introducing the Broadband Deployment Ordinance by title only and approve Community Development Director Determination that Broadband Deployment Ordinance qualifies for a CEQA Exemption.
Attachment 1 - Broadband Deployment Ordinance Draft
Attachment 2 - Appendix A Municipal Agreement
Attachment 3 - Broadband Deployment Ordinance NOE
- 12.c. Consideration and Action Regarding Recommendation to Reject All Bids Received for Specification No. 19-04 Electric Utility Line Tree Trimming at Various Locations, and Resolve Associated Bid Protest Received. (EUD)
Recommended Action: Deny requested action of bid protest, and reject all bids received for Specification No. 19-04 Electric Utility Line Tree Trimming at Various Locations, and direct Staff to rebid the work.
Attachment 1 - Request for Bid
Attachment 2 - Bid Results - Spec 19-04 - Elect. Utility Line Tree Trimming at Various Locations
Attachment 3 - Family Tree Service, Inc. Bid Docs
Attachment 4 - Notice of Recommending Bid Rejection - Spec 19-04 Electric Utility Tree Trimming
Attachment 5 - Protest Letter - Family Tree Service
- 12.d. Authorize City Manager to Execute Grant Agreement with the Federal Aviation Administration and Award of Bid for Spec. 19-11 - Runway 15-33 Pavement Rehabilitation Project, Contingent on Grant Offer to Rehabilitate the 75-foot Center Section of Runway 15-33 (Construction).
Recommended Action: Authorize City Manager to execute grant agreement with the Federal Aviation Administration and award bid for Spec. 19-11 - Runway 15-33 Pavement Rehabilitation Project, contingent on grant offer to rehabilitate the 75-foot Center Section of Runway 15-33 (Construction), and approve corresponding budget amendment.
Attachment 1 - BID RESULTS - SPEC 19-11 - RUNWAY 15-33 PAVEMENT REHABILITATION PROJECT
Attachment 2 - Granite's Bid
- 12.e. Adopt Resolution Authorizing the Submittal of an Application, Acceptance of Allocation of Funds, and Execution of Grant Agreement with the California Department of Transportation, for an Airport Matching Grant to Complete Runway 15-33 Pavement Rehabilitation Construction.
Recommended Action: Adopt Resolution authorizing the submittal of an application, acceptance of allocation of funds, and execution of grant agreement with the California Department of Transportation, for an Airport Matching Grant to complete Runway 15-33 Pavement Rehabilitation Construction.
Attachment 1 - Resolution Cal tran design grant 2019 (003)

13 NEW BUSINESS

- 13.a. Consideration and Approval of Responses to the Grand Jury Report titled "Ukiah Valley Sanitation District, Change and Transparency Needed."
Recommended Action: Approve the required responses to the Grand Jury Report titled "Ukiah Valley Sanitation District, Change and Transparency Needed."

Attachment #1 - 2019-06-19 Grand Jury - Ukiah Valley Sanitation District Change and Transparency Needed

Attachment #2 - City of Ukiah's responses to the UVSD 2019 Grand Jury Report

- 13.b. Introduction and Adoption of Urgency Ordinance to Amend the City of Ukiah's Camping Ordinance.

Recommended Action: Introduce and adopt an urgency ordinance of the City Council of the City of Ukiah amending Article 8, entitled "Camping" in Division 7, Chapter 1 of the Ukiah City Code.

Attachment 1 - Camping Ordinance Revision Final REDLINE

Attachment 2 - Camping Ordinance Revision Final CLEAN

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

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

Attachment 1 - 2019 City Council Special Assignments & Ad Hoc

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. SCU-KCVPT-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. SCU-K- 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

- 4.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 Safety Dispatcher Stacey Schofield.

DEPARTMENT: Police

PREPARED BY: Justin Wyatt

ATTACHMENTS:

None

Summary: The Police Department is pleased to introduce Public Safety Dispatcher Stacey Schofield.

Background: Stacey Schofield was hired by the Ukiah Police Department in April of 2019 as a Public Safety Dispatcher, and she has recently completed her Dispatcher Training Program. Stacey has experience as a legal assistant and previously worked for the County of Mendocino, and most recently for the Lake County Sheriff's Office as a Dispatcher II and Dispatch Trainer. Stacey's responsibilities included call-taking, dispatching for deputies in the field and on boat patrol, dispatching fire and medical services, and new dispatcher training. Stacey brings valuable experience and knowledge to the Police Department, including having participated in the handling of an Active Shooter Incident in Clearlake Oaks.

Discussion: The Ukiah Police Department is pleased to introduce Public Safety Dispatcher Stacey Schofield. Stacey is a single mother to a 25-year-old son who will be attending graduate school at Temple University in Philadelphia in the fall. Stacey resides in Lakeport and enjoys scary movies, reading, and road trips.

RECOMMENDED ACTION: The Chief of Police will introduce Public Safety Dispatcher Stacey Schofield.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

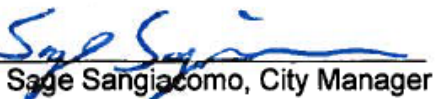
PROPOSED BUDGET AMOUNT: N/A

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 Zero Waste Mendo.

DEPARTMENT: Administration

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Zero Waste Mendo Presentation](#)

[Attachment 2 - Fort Bragg Resolution](#)

Summary: The City Council will receive a presentation from Zero Waste Mendo.

Background: Zero Waste Mendo is a community-based organization focused on helping make the world a better, happier place. With the help of their staff, they organize fundraisers, exciting community-building events, and in-depth training sessions for their volunteers.

Discussion: Zero Waste Mendo is always looking for volunteers to help make their zero waste vision a reality. They will be giving a PowerPoint Presentation (Attachment 1), and will be referencing a resolution that was recently passed by Fort Bragg (Attachment 2).

RECOMMENDED ACTION: Receive presentation from Zero Waste Mendo.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

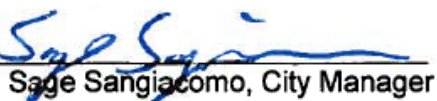
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Mulheren

Approved:


Sage Sangiacomo, City Manager

Zero Waste

"Zero waste is a philosophy that encourages the redesign of resource life cycles so that all products are reused."

By

Heather Guevara
Zero Waste Mendo

Zero Waste Mendo

- *A place to learn ways to reduce your waste*
- *English and Spanish Facebook groups*
- *In-home/office/school consultations*
- *Municipal and county level coordination*
- *Public outreach*
- *Home tours*

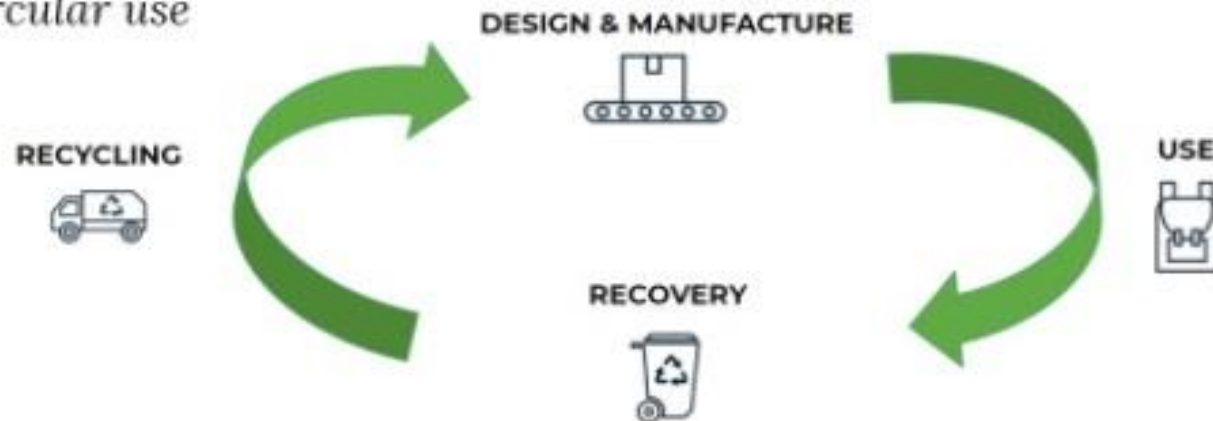
Linear vs. Circular Economy/System

ZERO WASTE CONCEPT

From linear use

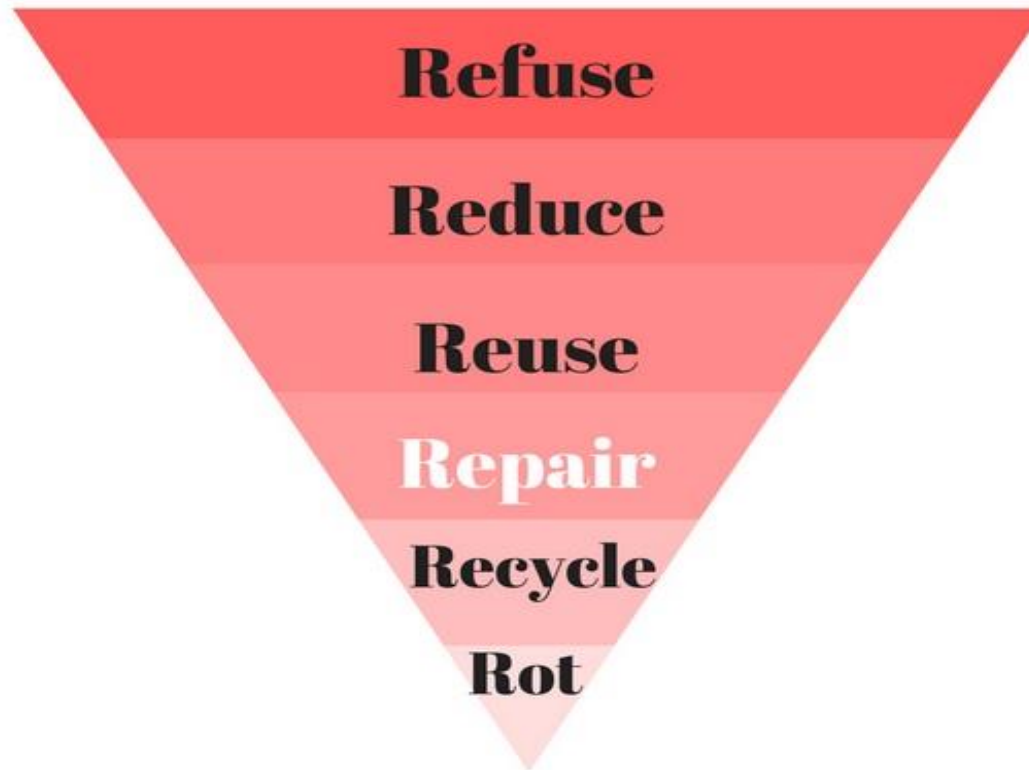


To circular use



The 6 R's

Zero Waste Principles



The Zero Shop Blog

Benefits to Zero Waste

- *The 6 R's create 10x more jobs than disposal*
- *Reduces our climate impact*
- *Redirects resources to those in need (building community) rather than disposing of them*
- *Conserves resources and minimizes pollution*
- *Individuals save money and time while living healthier*

Refuse

- *Just say 'No' to:*
 - *Freebies*
 - *Single-use plastics*
 - *Food packaging*
 - *Disposable items*
 - *Things you just don't need*
 - *Junk mail*

Reduce

- *Donate/sell items you don't need or use*
 - *Save time, space, and sanity*
- *Wait 30 days before buying something new*
- *Create household rules*
 - *Everything has a home*
 - *One thing in and one thing out*
- *Simplify*
- *Reducing can have health benefits*

Reuse

- *Replace disposables with reusables*
- *Buy secondhand*
- *Craft time for artists and kids!*
- *Donate*
- *Get creative and recreate*

Repair

- *Find someone to repair*
- *Learn how to repair*
- *Buy items that can be repaired*

Recycle

- Recycle what you can't refuse, reduce, reuse, or repair*
- Upcycle as much as possible due to downcycling*
- Learn what is actually being recycled*
- Reduce your recyclables*
- Opt for glass, metal, or paper*
- Recycle worn-out clothing*

Rot

- *Compost accepted materials not in the other R's*

- *For Example:*

- *Soiled and unlined paper products*
- *Plastic-free cotton swabs*
- *Dryer lint*
- *Food waste*
- *Yard waste*
- *Pizza boxes*







How to Reduce Your Waste

- *Pick one item to start; It's a process*
- *Just say, "No thank you"*
- *Bring your own reusable shopping bags, bags or containers for bulk, and produce bags*
- *Skip the packaging*
- *Make a to-go bag to leave in your car*
- *Find alternatives to products once finished*

Campaigns

- *No Straw Please*
- *Menstrual Cups for Those in Need*
- *Back-to-school Reusable Water Bottles*
- *Reusable Produce Bags*
- *Compost Stamp for Pizza Boxes*
- *Overall Vision:*
 - *Mendocino County, its towns, and people practice Zero Waste*

Questions

- What's one habit that you feel comfortable starting to shift?*
- What's one waste-reduction dream you have for your town no matter how 'far-fetched' it may seem?*

RESOLUTION NO. 4176-2019

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AMENDING THE FY 2019-20 BUDGET (AMENDMENT NO. 2020-1) APPROVING THE USE OF \$25,000.00 OF FORFEITED CONSTRUCTION AND DEMOLITION INCENTIVE DEPOSITS (FROM ACCOUNT NO. 190-0000-0309) TO FUND AN EDUCATIONAL CAMPAIGN TO ENCOURAGE VOLUNTARY COMPLIANCE WITH LOCAL AND STATE LAWS AND TO RAISE AWARENESS FOR FUTURE LAWS REGULATING THE USE OF SINGLE USE PLASTICS IN CITY LIMITS

WHEREAS, Fort Bragg Municipal Code §6.28.020 titled **PROHIBITED DISPOSABLE FOOD SERVICE WARE** reads:

- A. Retail food establishments and food providers may not sell, hand out, give away, distribute or otherwise provide prepared food in disposable food service ware that contains polystyrene foam.
- B. City facility food providers may not hand out, give away, distribute or otherwise provide prepared foods in disposable food service ware that contains polystyrene foam.
- C. City departments may not purchase, acquire or use disposable food service ware that contains polystyrene foam.
- D. City contractors and lessees may not use disposable food service ware that contains polystyrene foam in City facilities and while performing under a City contract or lease; and

WHEREAS, Fort Bragg Municipal Code §6.28.050 titled **BIODEGRADABLE DISPOSABLE FOOD SERVICE WARE** reads: It is the policy of the City to promote and encourage, on a voluntary basis, the use of biodegradable disposable food service ware by retail food establishments in order to lessen the environmental harm of disposable food service ware that becomes litter; and

WHEREAS, California Assembly Bill No.1884 prohibits full-service restaurants, as specified, from providing single-use plastic straws, as defined, to consumers unless requested by the consumer; and

WHEREAS, Fort Bragg Municipal Code §15.34.070 titled **DEPOSIT INCENTIVE REQUIRED** states: As a condition precedent to issuance of any building, demolition, or encroachment permit that involves the production of solid waste destined to be delivered to a landfill, the applicant shall post an incentive in a form acceptable to the authorized agent. The deposit incentive will be set by resolution. The incentive shall be returned, without interest, in total or in proportion, upon proof to the satisfaction of the authorized agent, that no less than the required percentages or proven proportion of those percentages of the tons of debris generated by the demolition and/or construction project have been diverted from landfills and have been recycled or reused; and

WHEREAS, Fort Bragg Municipal Code §15.34.130 titled **USE OF CONSTRUCTION AND DEMOLITION RECYCLING INCENTIVE** provides: Incentive funds not reclaimed by applicants, due to failure to achieve threshold recycling and diversion levels, will be used to improve construction and demolition waste recycling facilities, education, and programs within the City; and

WHEREAS, the City Council elected to make establishing Fort Bragg as a leader in sustainable practices a priority by integrating concepts of sustainability into City Plans, Projects and Purchases; and

WHEREAS, the use of funds from the restricted special revenue fund number 190-0000-0309, in the amount of up to \$43,000 may be used to improve solid waste recycling facilities, and to provide other related education and programs within the City as cited in the City of Fort Bragg FY 2019/20 Adopted budget; and

WHEREAS, a budget amendment in the amount of \$25,000 is necessary to appropriate the funds, so that the restricted revenue may be spent.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve amending the FY 2019-20 Budget for the use of \$25,000 of forfeited Construction and Demolition incentives for educational campaigns and programs to encourage voluntary compliance with existing laws, raise awareness for future proposed policies and to launch a Composting Educational Campaign, in partnership with Heather Guevara from Zero Waste Mendocino and Cold Creek Compost (Budget Amendment No. 2020-1).

The above and foregoing Resolution was introduced by Councilmember Peters, seconded by Councilmember Morsell-Haye, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 24th day of June, 2019, by the following vote:

AYES:	Councilmembers Albin-Smith, Morsell-Haye, Norvell, Peters and Mayor Lee.
NOES:	None.
ABSENT:	None.
ABSTAIN:	None.
RECUSED:	None.

WILLIAM V. LEE
Mayor

ATTEST:

June Lemos, CMC
City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of the July 3, 2019, Regular Meeting Minutes.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - July 3, 2019, Draft Minutes](#)

Summary: Council will consider approving the Minutes of July 3, 2019, a Regular Meeting (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of July 3, 2019, a Regular Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

**3CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
July 3, 2019
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on July 3, 2019, having been legally noticed on June 28, 2019. Mayor Mulheren called the meeting to order at 6:01 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.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Tami Bartolomei, Community Services Administrator.

Mayor Mulheren made a statement in reference to the Rules of Order from the Council Handbook, and passed out a handout.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Presentation by the Clean River Alliance.

Presenters: Luca Szabo and Chris Brokate, Clean River Alliance.

Presentation was received.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the June 19, 2019, Regular Meeting Minutes.

Motion/Second: Crane/Brown to approve Minutes of June 19, 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. Report of Disbursements for the Month of May 2019 – *Finance*.

b. Adoption of Resolution (2019-30) Approving Records Destruction – *City Clerk*.

c. Report of Acquisition of Professional Services (P.O. No. 46107) from Alpha Analytical Laboratories, Inc. in the Amount of \$17,160.85 for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill – *Public Works*.

- d. Approve the Purchase of a Records Management System Software Upgrade with Tritech Software Systems in the amount of \$124,604 – *Police*.
- e. Approve Amending Contract No. 1718-224 (*COU No. 1718-224-A1*) with Axon Enterprise, Inc. for the Axon Body Cameras to Add Auto Tagging Services in the Amount of \$28,800 Over a Four-Year Contract Period – *Police*.
- f. Approve Amendment #1 in the Amount of \$25,000 to Contract No. 1819-153 (*COU No. 1819-153-A1*), with Hildebrand Consulting, in Collaboration with The Reed Group, Inc. to Perform a Joint Sewer Rate Study for the City of Ukiah and the Ukiah Valley Sanitation District – *Water Resources*.

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

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

No public comment was received.

9. **COUNCIL REPORTS**

Presenter: Mayor Mulheren.

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

Presenter: Sage Sangiacomo, City Manager.

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

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.

Presenters: Mel Grandi, Electric Utility Director and Cindy Sauers, Assistant Electric Utility Director.

PUBLIC HEARING OPENED AT 6:32 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 6:32 P.M.

Motion/Second: Brown/Crane to adopt Resolution (2019-31) establishing State Street Underground District No. 4, and approve boundaries and proposed timeline. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

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

Presenters: Mel Grandi, Electric Utility Director and Cindy Sauers, Assistant Electric Utility Director.

PUBLIC HEARING OPENED AT 6:33 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 6:33 P.M.

Motion/Second: Crane/Brown to adopt Resolution (2019-32) establishing Oak Manor Drive Underground District No. 5, and approve boundaries and proposed timeline. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

c. Annual Review and Possible Approval of a Resolution Amending the User Fee Schedule for the Community Services Department Including Recreation Programs, Sports Fields, Parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum.

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

Staff Comment: David Burton, Museum Director.

PUBLIC HEARING OPENED AT 6:38 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 6:38 P.M.

Motion/Second: Crane/Orozco to adopt resolution (2019-33) amending the user fee schedule for Community Services Department Facilities, Programs, and Services. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

12. UNFINISHED BUSINESS

a. Receive Report Regarding One-time Review of Ordinance for the Regulation of Shopping Cart Containment and Retrieval, and Provide Direction as Necessary.

Presenter: Craig Schlatter, Community Development Director.

Report was received.

Council Consensus to continue to bring back report annually.

b. Possible Introduction by Title Only of Broadband Deployment Ordinance and Approval of Community Development Director Determination that Broadband Deployment Ordinance Qualifies for a CEQA Exemption.

Presenter: Darcy Vaughn, Assistant City Attorney.

Council Consensus to continue this item to the July 17, 2019, meeting.

c. Award of Bid to Ghilotti Construction Company in the Amount of \$1,061,380 for the 2019 Street Rehabilitation Project, Specification No. 19-08.

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

Motion/Second: Crane/Brown to award of Bid (COU No. 1920-001) to Ghilotti Construction Company in the Amount of \$1,061,380 for the 2019 Street Rehabilitation Project, Specification No. 19-08, and approve corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

d. Award of Bid to Granite Construction in the Amount of \$1,491,456 for the Northwestern Pacific Rail Trail, Phase 2, Specification No. 17-12.

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

Motion/Second: Brown/Scalmanini to award of Bid (COU No. 1920-002) to Granite Construction in the Amount of \$1,491,456 for the Northwestern Pacific Rail Trail, Phase 2, Specification No. 17-12. 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. Discuss and Provide Direction for the Establishment of an Oversight Committee to Review Measure P Expenditures.

Presenters: Justin Wyatt, Police Chief and Doug Hutchison, Fire Chief.

Motion/Second: Brown/Crane to establish an Oversight Committee similar to the one previously formed, and bring back the member names to Council for final approval at the August 7th meeting. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

b. Adoption of Resolution Removing On-Street Parking Along Airport Road from Commerce Drive to the Railroad Tracks.

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

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

Motion/Second: Crane/Brown to adopt resolution (2019-34) removing on-street parking along Airport Road from Commerce Drive to the railroad tracks. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Crane, and Mulheren. NOES: Scalmanini. ABSENT: None. ABSTAIN: None.

c. Approval of Plans and Specifications for the 2019 Street Reconstruction Project and Authorize Staff to Issue Bids for Specification No. 19-09.

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

Motion/Second: Crane/Scalmanini to approve Plans and Specifications for the 2019 Street Reconstruction Project and Authorize Staff to Issue Bids for Specification No. 19-09, with the assurance that staff will implement the principal that if an ADA facility is within the rules to serve, then putting the funds towards other areas that are not serviceable is a better use of the dollar. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

d. Authorize City Manager to Negotiate and Execute Contract with CivicPlus for Agenda and Meeting Management in the Amount of \$24,450.

Presenter: Kristine Lawler, City Clerk.

Public Comment:

Motion/Second: Crane/Brown to authorize City Manager to Negotiate and Execute Contract (COU No. 1920-003) with CivicPlus for Agenda and Meeting Management in the Amount of \$24,450. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

e. 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), including the appointment of a City Council Member and City Staff Liaison to Serve on the Executive Board of the Merged Chamber of Commerce, Main Street Program, and Visit Ukiah

Presenter: Shannon Riley, Deputy City Manager.

Motion/Second: Brown/Crane to appoint Councilmembers Orozco as member, and Mayor Mulheren as an alternate, to serve on the Executive Board of the merged Chamber of Commerce, Main Street Program, and Visit Ukiah. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

Council Consensus to bring item back at the July 17, 2019, meeting.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 7:35 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 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*

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

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

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

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: Onetogogether Solutions

Under Negotiation: Price & Terms of Payment

Direction was given to staff.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 8:10 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Contract with West Yost Associates for Administrative and Implementation Service for the Russian River Confluence Program on behalf of the Russian River Watershed Association in the Amount of \$40,000.

DEPARTMENT: Public Works

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[West Yost Russian River Confluence Proposal](#)

Summary: Council will consider approving a contract with West Yost Associates for administrative and implementation service for the Russian River Confluence Program on behalf of the Russian River Watershed Association in the amount of \$40,000

Background: The City serves as the Fiscal Agent for the Russian River Watershed Association (RRWA). RRWA is a coalition of eleven cities, counties and special districts in the Russian River watershed that have come together to coordinate regional programs for clean water, habitat restoration, and watershed enhancement. RRWA was formed in 2003 to create opportunities for our member agencies to expand their stewardship role in the watershed.

Discussion: The Russian River Confluence Program is a new program related to and supported by RRWA.

RECOMMENDED ACTION: Approve Contract with West Yost Associates for Administrative and Implementation Service for the Russian River Confluence Program on behalf of the Russian River Watershed Association in the Amount of \$40,000

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 90000000.23029 PC18144 - \$40,000

PROPOSED BUDGET AMOUNT: Special Deposit Fund- 90000000.23029 PC18144 - \$40,000

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

RRWA's primary mission is to engage the member agencies for Regional projects and programs for the benefit of the Russian River. The Russian River Confluence Program (RRC) is designed to perform as a public engagement forum for communities along the Russian River by hosting regional meetings and organizing Russian River related educational and recreational activities.

West Yost Associates provides Executive Director Services for RRWA and, with approval of this contract, will provide the same services for RRC. Their proposal is included as Attachment 1. Funding for this program is from Sonoma Water and these funds have already been received by the City of Ukiah.

February 19, 2019

SENT VIA: EMAIL

Mr. Jarod L. Thiele
Project Director
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

SUBJECT: Proposal for Administrative and Implementation Services for FY 18/19 and 19/20
Russian River Confluence Program

Dear Jarod:

West Yost Associates (West Yost) is pleased to provide administrative and implementation services for the Russian River Confluence (RRC) program. The City of Ukiah, acting as fiscal agent, is holding RRC funds provided by the County of Sonoma and Sonoma Water. West Yost will implement RRC work for FY 18/19 and 19/20 in accordance with the Scope of Work described below.

SUMMARY

West Yost will provide administrative and technical support to Adriane Garayalde, RRC Coordinator, to plan, develop, maintain, facilitate and report on RRC initiatives for FY 18/19 and 19/20. The purpose of the work is to further develop the RRC program and position multiple initiatives for expansion of funding sources, regional partnerships, and growth. The work will be scheduled and coordinated with the City of Ukiah, County of Sonoma and Sonoma Water.

PROPOSED SCOPE OF WORK

RRC/West Yost will complete the work as generally outlined below.

Task 1: RRC Program Management and Reporting

The RRC will prepare an annual work plan and budget and coordinate the implementation of the work plan with core partners, including the Counties of Sonoma and Mendocino, City of Ukiah, Sonoma Water, Sonoma County Regional Parks, Sonoma County Agricultural Preservation and Open Space District, and the Russian River Watershed Association. The total budget for FY 18/19 and FY 19/20 is \$60,000.

Adriane Garayalde, RRC Coordinator, will manage implementation of the initiatives in close coordination with West Yost staff; specific support of various initiatives is described in the subsequent tasks. At the end of each fiscal year, RRC will prepare and distribute an online

Annual Report of activities, including partnership status, events hosted and attended, meetings coordinated, new collaborations, and success metrics.

Task 1 Deliverables: RRC work plan and budget for FY 18/19 and 19/20, two Annual Reports (one for FY 18/19 and one for FY 19/20) (draft and final for each report).

Task 2: Maintain and Expand RRC Brand

The RRC will aim to expand active partnerships with key watershed stakeholders, including non-profit organizations; local, regional, state and federal agencies; tribes; and property owners. The RRC will manage and maintain the RRC website, issue periodic emails to the RRC listserv, issue social media posts monthly, and build and maintain a calendar of river-related events by coordinating with Sonoma and Mendocino county agencies and with tourism bureaus.

Task 2 Deliverables: Maintain list of partners contacted, editorial calendar for website and social media posts.

Task 3: Events and Promotion

The RRC will host events, as possible, and as identified by the core partners, for information sharing and to expand partnerships. The RRC will promote river- or watershed-related county, regional and state conferences co-hosted by the RRC or partnership-led programs relevant to the RRC.

Task 3 Deliverables: Prepare agendas and flyers for RRC events. Prepare short summary of meetings, conferences and other events attended.

Task 4: Information Sharing and Building Relationships

The RRC will attend and participate in river- or watershed-related meetings, as possible, to provide information on the RRC, facilitate collaboration between agencies, organizations, tribes and other stakeholders on river- or watershed-related projects and issues.

The RRC will support existing, or formation of new, stewardship and landowner groups that aim to improve the quality and health of the Russian River watershed.

Task 4 Deliverables: Prepare short summary of meetings, conferences and other events attended.

Task 5: Pursue Capacity Building

The RRC will develop and implement a long-term funding plan to support the goals of the RRC program, create marketing materials, including a brochure that explains the mission and goals of the RRC, and identify and build relationships with possible funders and apply to funding organizations, businesses and others for resources and financial support.

Task 5 Deliverables: Prepare draft and final marketing materials. Maintain list of funding organizations contacted and prepare summary of contact.

FEE ESTIMATE

An estimated fee schedule for the above-described work for FY's 18/19 and 19/20 is presented in Table 1 below. Based on the Scope of Work defined, the total budget for FY's 18/19 and 19/20 is \$60,000. The Scope of Work is subject to change based on opportunities and changing priorities identified by the core RRC funding partners.

Work will be completed on a time-and-materials basis with a budget that will not be exceeded without the prior approval of the City of Ukiah.

Table 1. Estimated Fee Schedule			
Task	Description	Estimated Fee, FY 18/19	Estimated Fee, FY 19/20
1	RRC Program Management and Reporting	3,500	7,000
2	Maintain and Expand RRC Brand	8,300	16,600
3	Events and Promotion	1,200	2,400
4	Information Sharing and Building Relationships	4,000	8,000
5	Pursue Capacity Building	3,000	6,000
Total		\$20,000	\$40,000

West Yost appreciates the opportunity to provide services to the City of Ukiah. Please call if you have any questions or require additional information.

Sincerely,

WEST YOST ASSOCIATES



Andrew S. Rodgers
Engineering Manager

ASR:srm

Attachment: West Yost 2019 Rate Schedule

2019 Billing Rate Schedule

(Effective January 1, 2019 through December 31, 2019) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	\$298
Engineering/Scientist/Geologist Manager I / II	\$274 / \$287
Principal Engineer/Scientist/Geologist I / II	\$249 / \$264
Senior Engineer/Scientist/Geologist I / II	\$223 / \$234
Associate Engineer/Scientist/Geologist I / II	\$194 / \$208
Engineer/Scientist/Geologist I / II	\$157 / \$182
Engineering Aide	\$90
Administrative I / II / III / IV	\$79 / \$100 / \$120 / \$133
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$283 / \$294
Principal Tech Specialist I / II	\$260 / \$271
Senior Tech Specialist I / II	\$238 / \$249
Senior GIS Analyst	\$217
GIS Analyst	\$205
Technical Specialist I / II / III / IV	\$151 / \$173 / \$195 / \$216
CAD Manager	\$173
CAD Designer I / II	\$134 / \$150
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$283
Construction Manager I / II / III / IV	\$170 / \$182 / \$195 / \$246
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$149 / \$166 / \$185 / \$192
Apprentice Inspector	\$135
CM Administrative I / II	\$73 / \$97
Field Services	\$192

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

2019 Billing Rate Schedule (continued)

(Effective January 1, 2019 through December 31, 2019) *

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gage	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

* This schedule is updated annually



AGENDA SUMMARY REPORT

SUBJECT: Report of Rental Agreement for Generators for the Sewer Lift Stations and Water Wells to Peterson Power Systems in the Amount of \$9,651.00 Plus Tax in Preparation for Anticipated Public Safety Power Shutoffs, Approve Additional Two-Month Rental, and Approve Associated Budget Amendment.

DEPARTMENT: Water Resources

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[Attachment 1 - PO 46146](#)

Summary: Council will receive a report regarding the rental of generators for the sewer lift stations and water wells to Peterson Power Systems, and consider approving an additional two-month rental, and approval of corresponding budget amendment.

Background: As Council is aware, PG&E has advised the City it may be performing Public Safety Power Shutoffs during the next four months. City Staff has spent considerable time and resources in order to prepare City facilities and to help prepare the Ukiah community for these disruptions in service.

Discussion: In order to be prepared to continue to provide water and wastewater services to our customers, Staff requested quotes for rental generators to have on standby for the three lift stations and one water well. A

RECOMMENDED ACTION: Receive report of rental agreement of Generators for the Sewer Lift Stations and Water Wells to Peterson Power Systems in the Amount of \$9,651.00 plus tax in preparation for anticipated Public Safety Power Shutoffs, approve additional two-month rental, and approve associated budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 82027114.56120.18167 \$0; 84027221.56120.18167: \$0

PROPOSED BUDGET AMOUNT: Water- 82027114.56120.18167: \$9,850, Wastewater- 84027221.56120.18167: \$8,600

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO 46146

COORDINATED WITH: Dave Kirch, Plant and Fleet Maintenance Supervisor; Sean White, Water Resources Director; Mary Williamson, Buyer

Approved: _____


Sage Sangiacomo, City Manager

purchase order (PO) was issued to Peterson Power Systems in the amount of \$9,851 plus tax for the first month rental. Please refer to Attachment 1. Staff is requesting approval to amend the PO to include two additional months, for a revised purchase order amount of \$25,929 plus tax, and approve associated budget amendment for the additional months. Funding for these generators is from the Water and Wastewater Funds. A budget amendment is required for the two additional rental months.



Purchase Order

Fiscal Year 2019

Page 1 of 1

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

Purchase
Order #

46146-01

Delivery must be made within
doors of specified destination.

B
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CITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482

V
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D
O
R

PETERSON CAT
3710 REGIONAL PARKWAY
SANTA ROSA CA 94503

S
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CITY OF UKIAH - WWTP
300 PLANT ROAD
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number	Buyer		Date Ordered	Date Required
800-772-2340			Mary Williamson		06/27/2019	07/08/2019
Delivery Reference		Freight Method/Terms		Department/Location		Sales Tax Rate
DAVE		UKIAH / NET 30		WASTE WATER TREATMENT		0.000
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price	
1	PER MONTH RENTAL OF 200KW 277/480 VOLT, 3 PHASE GENERATOR WITH 24 HOUR FUEL TANK	1.0	EACH	\$3,939.000	\$3,939.00	
2	PER MONTH RENTAL OF (2) 60 KW 120/240 VOLT 1 PHASE GENERATOR WITH 24 HOUR FUEL TANK	2.0	EACH	\$1,800.000	\$3,600.00	
3	PER MONTH RENTAL POWER CABLES FOR ABOVE GENERATORS 5- 25 FT. RUNS 4/0 DLO POWER CABLES AND 2- 25FT RUNS #2 FOUR CONDUCTOR CABLES	1.0	EACH	\$500.000	\$500.00	
4	PROVIDE POWER GENERATION TECHNICIAN TO OPERATE TEMPORARY GENERATORS FOR ONE FULL DAY. REQ E40104 & E40103 PER QUOTE DATED 6/25/2019 GENERATOR MAINTENANCE @ \$3.50/GEN SET PER HOUR OF USAGE DELIVERY AND PICK UP @ \$125.00/HOUR GENERATOR REFUELING AFTER RENTAL IF REQUIRED 6.95/GAL TBD CH 01 TO INCREASE CABLE COST TO COVER ADDITIONALLY REQUESTED CABLES	1.0	EACH	\$1,812.000	\$1,812.00	

3

By
Purchasing Supervisor

VENDOR COPY

PO Total

\$9,851.00



AGENDA SUMMARY REPORT

SUBJECT: Approval of Amendment No. 1 with SMB Environmental to Update Sections of the Environmental Impact Report for the Ukiah Landfill Closure Project in the Amount of \$22,000.

DEPARTMENT: Public Works

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[Attachment 1 - SMB Environmental Proposal Amendment 1](#)

Summary: Council will Consider Approval of Amendment No. 1 with SMB Environmental to Update Sections of the Environmental Impact Report for the Ukiah Landfill Closure Project in the Amount of \$22,000.

Background: On November 6, 2016, Council approved a contract to SMB Environmental in the amount of \$147,977 for the preparation of an Environmental Impact Report (EIR) for the Ukiah Landfill Closure Project. Staff began working with SMB Environmental to draft and release the Initial Study/Mitigated Negative Declaration for comments.

Discussion: While addressing comments on the Final Closure Plan from the Resource Agencies for the Landfill Closure Project, it was discovered that several sections of the 2016 Initial Study/Mitigated Negative Declaration have become outdated. This is a result of State Assembly Bill 52 which changed specific requirements in the California Environmental Quality Act (CEQA). Specifically, the Biological Resources, Cultural, and Tribal Resources sections were not anticipated to be required in the EIR. The 2016 IS/MND

RECOMMENDED ACTION: Approve Amendment No. 1 with SMB Environmental to Update Sections of the Environmental Impact Report for the Ukiah Landfill Closure Project in the Amount of \$22,000.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 70024500.52100- \$550,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Landfill Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract No. 1617-141

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

Approved: _____


Sage Sangiacomo, City Manager

addressed them adequately. However, after consultation with SMB, it is clear that the biology and cultural sections need to be updated and the Tribal Cultural resources section needs to be prepared to be in compliance with Assembly Bill 52.

Staff requested a proposal from SMB Environmental (Attachment 1) and is recommending approval of Amendment No. 1 in the amount of \$22,000.



July 8, 2019

City of Ukiah
Attn: Jarod Thiele, Management Analyst
300 Seminary Avenue
Ukiah, CA 95482-5400

Subject: Proposal for Additional CEQA Sections for the Preparation of an Environmental Impact Report for the Ukiah Landfill Closure Project

Dear Mr. Thiele:

SMB Environmental, Inc. (SMB) is pleased to submit this Proposal to the City of Ukiah (City) to prepare additional or updated sections pursuant to the California Environmental Quality Act (CEQA) to the Environmental Impact Report (EIR) for the Ukiah Landfill Closure Project (Proposed Project). As we discussed, the delay in the Proposed Project by negotiations with the State has caused several sections of the 2016 Initial Study/Mitigated Negative Declaration to become outdated and which need to be updated in the preparation of the EIR. Specifically, the Biological Resources, Cultural, and Tribal Resources sections were not anticipated as being needed in the EIR in 2017 as the 2016 IS/MND addressed them adequately. However, as time has passed, the biology and cultural sections need to be updated and the Tribal Cultural resources section needs to be prepared to be in compliance with Assembly Bill AB 52. What follows is a brief scope and budget for these activities.

Task 1: Update/Amendment for Biological Habitat Assessment: SMB will review the California Department of Fish and Wildlife's (CDFW's) California Natural Diversity Database to update the 2016 Biological Habitat Assessment including the list of potentially occurring special status animal species within or near the project area. We will conduct a one-day reconnaissance-level survey of the project site at the 40 acres of permitted landfill area on a 284-acre parcel located at 3100 Vichy Springs Road, approximately three miles east of Ukiah, document the habitats on site, and identify the potential for any special status plant and wildlife species to be impacted by the project, with special attention paid to special status amphibians, roosting bats, and nesting bird species. Special attention will be paid to the foothill yellow-legged frog (*Rana boylei*), a species that was raised to a State Candidate as Threatened by the California Department of Fish and Wildlife on July 7, 2017. We will also prepare a CEQA Biological Resources section, including, the impacts and mitigation measures as needed. **Proposed Budget \$10,000.**

- **Task 2: Update and Prepare Cultural and Tribal Resources Sections.** SMB will prepare updated Cultural and Tribal Resources sections pursuant to CEQA and Assembly Bill AB 52. The overarching criteria for determining the significance of impacts to cultural resources are the significance of the cultural resources themselves, as defined by the National register Criteria (36 CFR Part 60.4). This study will consist of an archeological inventory of cultural surveys and archeological reports, contacts with Native Americans, as well as a cursory reconnaissance survey of the Proposed Project Area. **Proposed Budget: \$12,000.**

In short, SMB proposes to complete these tasks for an additional \$22,000, bringing the total budget from \$147,977 to \$169,977.

Thank you for the opportunity to submit proposal and I look forward to completing this project for you. If you have any questions regarding this proposal, please feel free to call me at 916-517-2189, email me at Steve@smbenvironmental.com, and/or at the address below. Thank you for your consideration.

Sincerely,



Steve M. Brown
President/Principal



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution Designating the Director of Community Development as the Certifying Officer Recognized by the U.S. Department of Housing and Urban Development and California Department of Housing and Community Development for Implementing the National Environmental Policy Act.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter

ATTACHMENTS:

[Attachment 1- Resolution](#)

Summary: Council will consider adopting a resolution designating the Director of Community Development as the Certifying Officer for implementation of environmental reviews under the National Environmental Policy Act.

Background: The City currently administers programs and projects funded by the Community Development Block Grant (CDBG) Program and Home Investment Partnerships Program (HOME). CDBG and HOME are federal programs disbursed by the U.S. Department of Housing and Urban Development (HUD) through formula allocation primarily to 1) states; and 2) cities with populations greater than 50,000 and counties with populations greater than 200,000. Cities with populations of less than 50,000 (like Ukiah) and counties with populations less than 200,000 must compete with other small cities and counties for California's allocation of CDBG and HOME funds, administered by the State Department of Housing and Community Development (HCD). If awarded CDBG and/or HOME funding, all federal regulations apply in the implementation of these programs and projects, plus any HCD-added regulations.

RECOMMENDED ACTION: Adopt resolution designating Director of Community Development as the Certifying Officer recognized by the U.S. Department of Housing and Urban Development and California Department of Housing and Community Development for implementing the National Environmental Policy Act

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

One of the applicable federal statutes in implementation of CDBG and HOME programs is the National Environmental Policy Act (NEPA). NEPA environmental reviews and certifications for CDBG and HOME funded projects are required to be completed prior to allocation and commitment of funds, and the Certifying Officer is recognized by HUD and HCD as the individual designated by the Lead Agency (City of Ukiah) to approve and execute these environmental certifications.

Discussion: In review of historical City records, Staff was unable to locate a current designation of NEPA Certifying Officer for the City. Therefore, to meet current federal and state regulations, Staff is recommending Council adopt a resolution (Attachment 1) designating the Director of Community Development as the Certifying Officer for NEPA environmental reviews and certifications.

This designation will also be needed for the City to access \$5.1 million in HOME funding awarded for the construction of a 31-unit affordable senior housing project, to be known as Ukiah Senior Apartments. The Certifying Officer will be required to certify an environmental review completed for this project, and this certification will be needed prior to the City requesting release of funds from HCD.

Staff recommends adoption of the resolution.

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE DESIGNATION OF THE DIRECTOR OF COMMUNITY DEVELOPMENT AS THE CERTIFYING OFFICER FOR NATIONAL ENVIRONMENTAL POLICY ACT REVIEW CERTIFICATIONS ON ACTIVITIES FUNDED WITH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS.

WHEREAS:

1. The City of Ukiah's Housing Division, through the Community Development Department, administers Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds received through the U.S. Department of Housing and Urban Development from the California Department of Housing and Community Development's "Small Cities" allocation.
2. The Code of Federal Regulations at 24 C.F.R. 58.1 requires that the City certify environmental reviews for activities which are funded with CDBG and/or HOME funds.
3. The Certifying Officer is the "responsible Federal official" as that term is used in Section 102 of the National Environmental Policy Act of 1969 (NEPA) and in statutory provisions cited in 24 C.F.R. Sec. 58.1.(b).

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

1. That the Director of Community Development is designated as the "Certifying Officer" for federally required environmental review certifications and that said designation gives him or her the authority to certify environmental reviews on behalf of the City of Ukiah for activities which are funded with CDBG and/or HOME funds, unless or until such further action of the Ukiah City Council shall relieve him or her of such authority or designation.
2. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: City Council to Adopt two Resolutions for Submission of Two Grant Applications for Proposition 68 Statewide Park Development and Community Revitalization Grant Program for Vinewood and Oak Manor Park Improvements, and Authorize City Manager to sign Applications and Grant Documents.

DEPARTMENT: Community Services

PREPARED BY: Tami Bartolomei

ATTACHMENTS:

[Attachment 1 - Authorizing Resolution Oak Manor Park Revitaliation](#)

[Attachment 2 - Authorizing Resolution Vinewood Park Revitaliation](#)

Summary: City staff has identified Proposition 68 Statewide Park Development and Community Revitalization Grant funding as a source of funding for park improvements and is seeking Council's adoption of two Resolutions to apply.

Background: California voters passed the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) on June 5, 2018. Proposition 68 authorized the Legislature to appropriate \$1 billion to the California Department of Parks and Recreation (the "State") for competitive grants that will provide for the health, inspiration, and education of the people of California by helping to preserve the State's extraordinary biological diversity, protecting its most valued natural and cultural resources, and

RECOMMENDED ACTION: Council to consider adoption of two Resolutions for the City of Ukiah to apply for two grants from Proposition 68 Statewide Park Development and Community Revitalization Grant Program. These are competitive grants and funds will be used for Vinewood and Oak Manor Park improvements, and authorize the City Manager to sign applications and grant documents.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

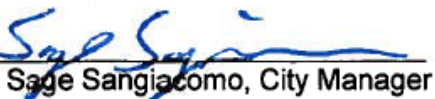
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Jake Burgess, Community Services Recreation Supervisor and Jarrod Myer, Community Services Parks Supervisor

Approved: _____


Sage Sangiacomo, City Manager

creating opportunities for high-quality outdoor recreation. This resulted in the Statewide Park Development and Community Revitalization Grant Program. It is the intent of the people of California that projects funded by Proposition 68, including the Statewide Park Development and Community Revitalization Grant Program, result in public benefits addressing the most critical statewide needs and priorities for public funding.

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

Discussion: Applications are currently being drafted and cost estimates are underway; a separate application must be submitted for each project. The primary components of the proposed projects include park restorations, public access, and continued design and planning work. Both Vinewood Park and Oak Manor Park project ideas are based from community input. Staff and volunteers canvassed homes in these areas and held community meetings at each park asking for input from these communities regarding features and designs of the parks.

The proposed restorations include:

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

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

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

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

Applications will be evaluated and ranked based on Project Selection Criteria responses. Grant award decisions will be announced approximately five months after the application deadline of August 5, 2019. Matching funds are not required for this competitive grant, but are encouraged. Matching funds can include Staff time and in-lieu services. For the Vinewood Park project, Adventist Health Ukiah Valley has committed to contributing \$5,000 towards the toddler play area; this would be considered match for the grant.

Staff is recommending Council's adoption of two Resolutions (Attachment 1, Oak Manor, and Attachment 2, Vinewood) to submit two applications for Vinewood Park and Oak Manor Park improvements to the Proposition 68 Statewide Park Development and Community Revitalization Program grant funding, and authorize the City

Manager to sign applications and grant documents.

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF CITY OF UKIAH APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

APPROVES THE FILING OF AN APPLICATION FOR THE OAK MANOR PARK REVITALIZATION; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

PASSED AND ADOPTED on July 17, 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF CITY OF UKIAH APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

APPROVES THE FILING OF AN APPLICATION FOR THE VINEWOOD PARK REVITALIZATION; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

PASSED AND ADOPTED on July 17, 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk



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](#)
[Attachment 9 - Local Emergency City of Ukiah](#)

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

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

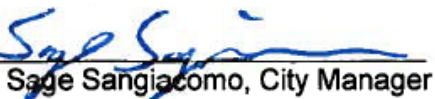
PROPOSED BUDGET AMOUNT: N/A

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

Code Section 5127, the City Council must review the declaration of a local emergency at least every forty-five (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).

On June 19, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-27 (Attachment 8)

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.

On July 10, 2019, City staff attended the required Recovery Scoping Meeting (RSM) with FEMA and Cal OES to review cost damages. Upon the completion of this meeting, the City of Ukiah has 60 days from the date of the RSM to identify all damages to be claimed for winter storm disaster. Staff informed FEMA and Cal OES that, in addition to damages at the Water and Wastewater Treatment Plants, they had identified damages to two of the golf course's storm drains with an estimated repair cost of \$400,00. FEMA and Cal OES will be coming back to visit the damages and complete a damage assessment summary in the next few weeks.

Staff is recommending Council determine that the need for a declaration of a local emergency has not ended by adopting the proposed Resolution (Attachment 9) 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;

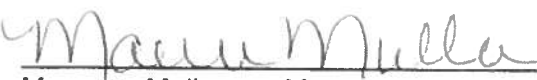
NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies the proclamation of a "local emergency" by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council. The City 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.

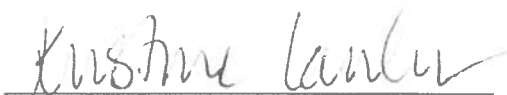
BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

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.

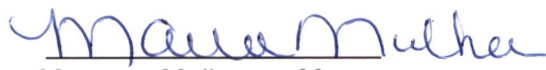
PASSED AND ADOPTED this 17th day of April 2019, by the following roll call vote:

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.

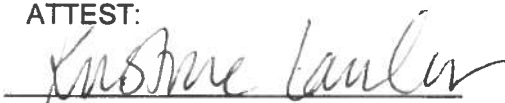
PASSED AND ADOPTED this 1st day of May 2019, by the following roll call vote:

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. 2019-27**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;

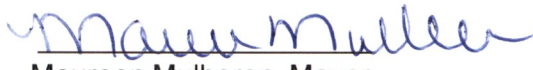
NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on July 17, 2019.

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.

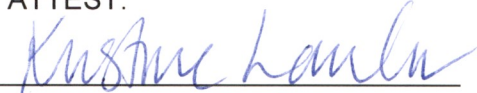
BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

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

AYES: 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. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. On June 19, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
9. 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
10. The City Council will review this declaration at its August 21st 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 August 21, 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 July 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approve Notice of Completion for Vinewood Park Renewal - Phase 1, Specification 19-02.

DEPARTMENT: Community Services

PREPARED BY: Jake Burgess

ATTACHMENTS:

[Attachment 1 - Vinewood Park ASR Notice of Completion](#)

Summary: Council will consider action to approve the Notice of Completion for Gregg Simpson Trucking for Specification 19-02, Vinewood Park Improvements.

Background: On January 18, 2017, Council approved the City Manager to apply for Housing-Related Parks Program grant funds for Oak Manor Park and Vinewood Park. In October of 2017, City staff was notified the award of the grant was \$281,242, which was less than the application requested. Staff then determined that the funds would be best used at Vinewood Park only, which was approved by the funder.

On June 13, 2018, Council approved a contract with Melton Design Group Landscape Architects and Planners to develop plans and specifications for the project.

On February 20, 2019, Council approved the Plans and Specifications for the bid for construction of Phase 1 of the project.

The City was required to complete construction by June 2019 (as stipulated in the Housing-Related Parks grant funding) and Council approved the award of bid to Gregg Simpson Trucking on April 17, 2019. Staff immediately

RECOMMENDED ACTION: Accept the work as complete and direct the City Clerk to file the Notice of Completion with the County Recorder for Vinewood Park Renewal - Phase 1, Specification 19-02.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 10022100-80220, Project 18011

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract No. 1819-204

COORDINATED WITH: Tami Bartolomei, Community Services Supervisor

Approved:


Sage Sangiacomo, City Manager

moved forward with the construction of Phase 1 of the Vinewood Park Renewal Project, which accomplished three main goals:

- Improved park use and accessibility with creation of an ADA parking space with curb cut
- Replaced existing narrow, uneven and broken asphalt pathways with compacted, permeable decomposed granite paths that are 6' wide and ADA accessible
- Replaced degraded and unusable basketball court with new court and hoops.

Discussion: The work of the contract was completed by the contractor in conformance with the approved Specification 19-02. The final contract cost was \$217,301, which includes the original contract for \$200,522 and two approved change orders in the amount of \$16,799. Even with the change orders, the total cost of the project is within the available grant funds.

Staff is recommending that the Council accept the work performed by Gregg Simpson Trucking for Specification No. 19-02 as complete, and direct the City Clerk to file the Notice of Completion (Attachment 1). Final payment of the five percent retention will be made to the contractor 35 days from the date the Notice of Completion is filed with the County Recorder.

The improvements to the park have been very well received by the community and Staff has already observed an increase in use of the park.

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 real property described is owned by the following whose address is: Vinewood Park, 1260 Elm St, Ukiah, California 95482
2. That the nature of the title to the Vinewood Park Picnic Renewal Project, Specification No. 19-02 of all said owners is that of fee simple.
3. That on the 28th day of June, 2018, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is Gregg Simpson Trucking, 11 Highland Ct., Ukiah CA 95482
5. That the real property herein referred to is situated in the County of Mendocino, State of California, and is described as follows: City-owned Vinewood Park, on 1260 Elm St., Ukiah CA 95482.

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

City Council Approval CITY OF UKIAH, a Municipal Corporation

_____	By: _____	_____
Date	Kristine Lawler, City Clerk	Date

State of California

County of Mendocino



AGENDA SUMMARY REPORT

SUBJECT: Award a Contract for Specification #E32819 - EV Charging Station Project to Diamond D Construction, LLC of Ukiah, CA in the amount of \$42,936.96, and Approve Corresponding Budget Amendment. (EUD)

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1 - Bid Results EV Charging Station](#)

[Attachment 2 - Diamond D Bid](#)

Summary: Council will consider approving a contract in the amount of \$42,936.96 for Specification #E32819, EV Charging Station Project to Diamond D Construction, LLC, Ukiah, CA and approve a corresponding budget amendment.

Background: The Electric Utility Department is in the process of installing four ChargePoint EV Charges on North Oak Street between West Standley Street and West Perkins Street. During the initial inspection process, it was noted that additional work was needed to meet ADA requirements. This project will consist of all labor, equipment and materials for the installation of a wheelchair accessible van parking space, an ADA accessible ramp, and walkway in the parking lot. This work is needed to complete the EV Charging Station Project and meet the ADA requirements.

RECOMMENDED ACTION: Award a Contract to Diamond D Construction, LLC in the amount of \$42,936.96 and Approve a Corresponding Budget Amendment. (EUD)

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: Electric Capital 80026400.80230.18168: \$0

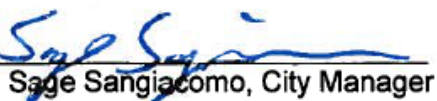
PROPOSED BUDGET AMOUNT: Electric Capital 80026400.80230.18168: \$48,000

FINANCING SOURCE: FY19-20; #800 Electric Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager and Mary Williamson, Buyer

Approved:


Sage Sangiacomo, City Manager

Discussion: A Request for Bid was released on June 25, 2019 for Specification #E32819- EV Charging Station Project. In excess of sixty general contractors and concrete contractors, including those on the City's Qualified Contractors List, were notified and the request was posted to the City's website. Eleven of the Northern California Builders Exchanges were also notified of the bid request.

Bids were opened on July 10, 2019, with two (2) bidders responding. A copy of the Bid Tabulation for Council's review is attached (Attachment 1) to this document, as well as copy of Diamond D's bid (Attachment 2).

Submitted for the City Council's consideration and action, it is Staff's recommendation that a Contract to complete the EV Charging Station Project be awarded to Diamond D Construction, LLC.

ATTACHMENT 1

EV CHARGING STATION PROJECT								
Owner:City of Ukiah								
Bid Opening:2019-07-10					Diamond D Construction, LLC		Gregg Simpson Trucking	
					650 Blue Oak Dr Ukiah, CA 95482		11 Highland Street Ukiah, CA 95482	
Bid Results - EV Charging Station Project								
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	
1	CONCRETE SIDEWALK	272	SF	\$44.65	\$12,144.80	\$48.00	\$13,056.00	
2	ADA RAMP WITH BOTTOM AND TOP LANDING	1	EA	\$3,612.00	\$3,612.00	\$13,000.00	\$13,000.00	
3	DEMOLITION AND LEVELING OF NEW PARKING LOCATION	132	SF	\$56.06	\$7,399.92	\$80.00	\$10,560.00	
4	APPLY ASPHALT AND NEW STRIPING	164	SF	\$48.66	\$7,980.24	\$33.00	\$5,412.00	
5	LANDSCAPE REMOVAL AND REPLACEMENT	1	LS	\$3,310.00	\$3,310.00	\$8,300.00	\$8,300.00	
6	MOBILIZATION AND DEMOLITION	1	LS	\$5,700.00	\$5,700.00	\$8,300.00	\$8,300.00	
7	SAFELY RE-LOCATE MONUMENT TO NEW LOCATION (3' BACK OF EXISTING LOCATION)	1	LS	\$2,790.00	\$2,790.00	\$3,500.00	\$3,500.00	
Bid List						\$42,936.96		\$62,128.00
Total Bid						\$42,936.96		\$62,128.00
Listed Subs				N/A		N/A		



City of Ukiah

REQUEST FOR BID

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

DATE: 6/25/2019

REQ. NO. E32819

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

Submitted by:
(Company Name
& Address)

Diamond D Construction, LLC
650 Blue Oak Dr.
Ukiah, CA 95482

BIDS WILL BE RECEIVED UNTIL
1:30 p.m., July 10, 2019

AT THE OFFICE OF THE BUYER II

1320 AIRPORT RD, CITY OF UKIAH

BY: Mary Williamson

Email: mwilliamson@cityofukiah.com

BIDS ARE REQUESTED FOR THE FOLLOWING ITEMS:

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

Line Item	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			All labor, equipment and materials for the installation of a pedestrian walkway thru the park, a wheel chair accessible van parking space, lower one of the two EV Charger foundations and add an ADA accessible ramp from the parking space to the new walkway in the parking lot and park on North Oak Street between West Standley Street and West Perkins Street in Ukiah,		
1	272	SF	Concrete sidewalk	44.65	12,145
2	1	EA	ADA Ramp with Bottom and Top Landing	3,012	3,012
3	132	SF	Demolition and leveling of new parking location	50.00	7,400
4	164	SF	Apply Asphalt and New Striping	48.00	7,980
5	1	LS	Landscape removal and replacement	3,310	3,310
6	1	LS	Mobilization and Demolition	5,700	5,700
7	1	LS	Safely re-Locate Monument to new Location (3' back of Existing Location)		2,790
				TOTAL:	42,937
				Payment Terms:	N30

SIGNATURE: Tyler Lawson DATE: 7.8.19 LEAD TIME ARO :
PRINT NAME: Tyler Lawson PHONE: (707) 953-4484 EMAIL: dd.construction@outlook.com

TERMS:

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

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

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

EV CHARGING STATION PROJECT

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

Diamond D Construction, LLC

Please Print (Person, Firm, or Corporation)

Tyler Lawson

Signature of Authorized Representative

Tyler Lawson CEO

Please Print (Name & Title of Authorized Representative)

7-8-2019

Date

(707) 953-4484

Phone Number

INDEMNIFY AND HOLD HARMLESS AGREEMENT

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

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

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

This bid is submitted by, (check one)

☐ Individual Owner ☐ Partnership ☒ Corporation ☐ Other

Legal Name of Bidder Diamond D Construction, LLC Dba Diamond D Engineering

Address of Bidder 650 Blue Oak Dr. Ukiah, CA 95482

Tax ID# 81-4916662

Phone Number (707)953-4484 Fax Number N/A

California State Contractor's License #: 1027104 Expiration Date: 5-31-2021

By: Tyler Lawson Date 7.8.19

Signature
Print or Type Name: Tyler Lawson Title CEO

WORK PERFORMANCE DATA

Provide the name, locations and a narrative statement on the work performed.

HISTORY AND CAPABILITY

WORK PERFORMED

1. COMPANY NAME: N/ACONTACT: Ryan VarnumADDRESS: Feliz Creek HoplandPHONE: (707) 900-1145Installed concrete
patio/sidewalk2. COMPANY NAME: Green Right a wayCONTACT: Steve BrayADDRESS: Blue Oak Dr. UkiahPHONE: (707) 344-0759Sidewalk panels
curb and gutter
patch paved for
city of Lakeport3. COMPANY NAME: Ukiah UnifiedCONTACT: Gerbe Sherman

ADDRESS: _____

PHONE: (707) 621-0792Ukiah high
LID project
in 20184. COMPANY NAME: Cloverdale RealityCONTACT: Bill AndrewPhone: (707) 489-8040

ADDRESS: _____

Road install
Pad building5. COMPANY NAME: Bill WilberCONTACT: ~~Bill Wilber~~ ✓ADDRESS: 820 Mark West SpringsPHONE: (707) 200-1994Clean up Fire debris
site developement
for rebuild

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.

NO Subs.

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

PURCHASING DEPARTMENT
1320 Airport Road, Ukiah CA 95482
(707) 467-5777
mwilliamson@cityofukiah.com



City of Ukiah

SPEC. E32819 – EV CHARGING STATION PROJECT

Addendum No. 1

July 2, 2019

The following is Addendum No. 1 to SPEC. NO. E32819 – EV CHARGING STATION PROJECT.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

1. Material and Labor Bond: If the lowest responsive, responsible Bidder's bid exceeds \$25,000, then once the bid is awarded, the awarded Bidder will be required to provide a Material and Labor Bond. Please see Exhibit 1 for a sample form.
2. The following are questions asked, and their corresponding answers:

Q1: Are there liquidated damages for this project?
A1: No, there are no liquidated damages for this project.

All other terms and conditions remain in full force and effect.

Mary Williamson
Buyer II

Cyler Gannon 7.8.19

Contractor's License Detail for License # 1027104

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

DIAMOND D CONSTRUCTION LLC
dba DIAMOND D ENGINEERING

650 BLUE OAK DRIVE
UKIAH, CA 95482
Business Phone Number: (707) 953-4484

Entity Ltd Liability
Issue Date 05/22/2017
Expire Date **05/31/2021**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HUDSON INSURANCE COMPANY.

Bond Number: 30025180

Bond Amount: \$15,000

Effective Date: 04/24/2018

Contractor's Bond History

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100846991

Bond Amount: \$100,000

Effective Date: 04/24/2017

Bond of Qualifying Individual

The qualifying individual WILLIAM EMMETT LAWSON II certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/22/2017

Workers' Compensation

10

Policy Number: CWC719491129

Effective Date: 01/01/2019

Expire Date: 01/01/2020

Workers' Compensation History

Liability Insurance Information

This license has liability insurance with LLOYD'S OF LONDON

Policy Number: WCISGL000346401

Amount: \$1,000,000

Effective Date: 04/24/2019

Expiration Date: 04/24/2020

Liability Insurance History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



State of California

Department of Industrial Relations

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

Public Works Contractor Registration Search

Enter at least one criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired. Make sure a proper registration fiscal year is selected when performing a search.

Input Label	From Date:(mm/dd/yyyy)	To Date:(mm/dd/yyyy)
Diamond D construction		
County	City	
Mendocino	Ukiah	
Search Reset		

Crafts (Select all that apply)

- ☐ Asbestos
- ☐ Boilermaker-Blacksmith
- ☐ Bricklayer/Brick Tender
- ☐ Carpenter
- ☐ Carpet, Linoleum, Resilient Tile Layer
- ☐ Cement Mason
- ☐ Consultant
- ☐ Driver (On/Off Hauling)
- ☐ Drywall Installer/Lather/Finisher
- ☐ Electrical Utility
- ☐ Electrician
- ☐ Elevator Constructor
- ☐ Field Surveyor
- ☐ General Building
- ☐ General Engineering
- ☐ Glazier
- ☐ Inspector/Field Soils, Material Tester
- ☐ Iron Worker
- ☐ Laborer
- ☐ Landscape
- ☐ Marble Mason/Finisher
- ☐ Operating Engineer
- ☐ Painter
- ☐ Parking/Highway/Improvement
- ☐ Plasterer/Tender
- ☐ Plumber
- ☐ Roofing
- ☐ Sheet Metal Worker
- ☐ Stator Rewinder
- ☐ Teamster
- ☐ Terrazzo Worker/Finisher

Registrations

Search Results: 1 found

Showing Page 1 of 1

TYLER LAWSON

Detail:

Registration Number: 1000054462
Status: Active
CSLB Number: 1027104
Legal Entity Type: LLC
Mailing Address: 650 BLUE OAK DRIVE
UKIAH
CA 95482
County: Mendocino
Craft: Driver (On/Off Hauling);General Engineering;Laborer;Operating...
Email: dd.construction@outlook.com

Registration History

Effective Date	Expiration Date
7/1/2019	6/30/2020
6/20/2018	6/30/2019
12/14/2017	6/30/2018

DBA

Name
DIAMOND D CONSTRUCTION, LLC
Diamond D Engineering



**TOKIO MARINE
HCC**

Surety Group
625 The City Drive South, Suite 205, Orange, CA 92668
T: 714-740-7000; F: 714-740-9058

BID BOND

Bond Number: BB2008491

Bid Date: 07/10/2019

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Diamond D Construction LLC dba Diamond D Engineering
(hereinafter called Principal), as Principal, and U.S. Specialty Insurance Company
, a corporation organized and existing under the laws of Texas,
(hereinafter called Surety) as Surety, are held and firmly bound unto City of Ukiah
(hereinafter called Obligor) as Obligor, in the penal sum of Ten
percent (10 %) of amount bid not to exceed
Six Thousand Six Hundred and 00/100 Dollars (\$ 6,600.00) for the
payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

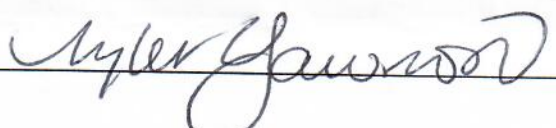
THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to
submit a proposal to the Obligor on a contract for EV Charging Station Project Specification No. E32819

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as
may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do
so, then the undersigned shall pay the obligor the damages which the obligor may suffer by reason of such failure
up to and not exceeding the penal sum of the bond.

Signed and sealed this 2nd day of July, 2019.

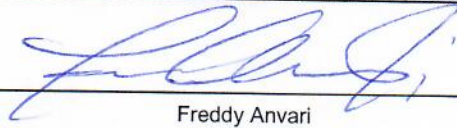
Principal:

Diamond D Construction LLC dba Diamond D Engineering

By: 

Surety:

U.S. Specialty Insurance Company

By: 

Freddy Anvari

Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)On July 2, 2019 before me, Angela K. Kim, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Freddy Anvari

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Bond # BB20008491 Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Freddy Anvari☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____Signer Is Representing: U.S. Specialty Insurance Company

Signer Is Representing: _____



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

FREDDY ANVARI

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2008491, issued in the course of its business and to bind the Company thereby, in an amount not to exceed One hundred thousand and 00/100 (\$100,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of December 2017.

State of California
County of Los Angeles



U.S. SPECIALTY INSURANCE COMPANY

By: _____

Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of July, 2019.

Bond No. BB2008491

Agency No. 19223



Kio Lo, Assistant Secretary

HCCSZ POAUSSIC06/2018

visit tmhcc.com/surety for more information



AGENDA SUMMARY REPORT

SUBJECT: Discussion and Request for Direction on Cannabis Special Events Ordinance within the City Limits.

DEPARTMENT: Community Development

PREPARED BY: Darcy Vaughn

ATTACHMENTS:

None

Summary: The City Council will discuss and provide direction to staff as to whether the Council would consider adopting a proposed Cannabis Special Events Ordinance.

Background: In April 2019, staff approached the Council about the possibility of authorizing and regulating within the City of Ukiah temporary special events that involve on-site cannabis sales and possession of cannabis. This discussion was sparked by an amendment to the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA") that would allow cannabis special events involving sales and consumption at any venue expressly approved by the local government entity having jurisdiction. Staff had received inquiries from cannabis event organizers about the City's policy for such events. The Council asked that the Cannabis Ad Hoc ("Ad Hoc") meet to discuss authorization and regulation of cannabis special events in the City.

Discussion: After much discussion and close review of the amendments to the MAUCRSA and ordinances from other jurisdictions regulating cannabis special events, the Ad Hoc has arrived at a set of policy objectives

RECOMMENDED ACTION: Provide direction to staff as to whether to proceed with drafting a Cannabis Special Events Ordinance as proposed by the Cannabis Ad Hoc.

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

for authorizing and regulating such events.

The Ad Hoc has concluded that it would be in the City's interest to allow cannabis special events in the City at private venues, specifically, premises occupied by cannabis businesses operating under a current and valid use permit. Cannabis businesses that are interested in organizing and hosting cannabis special events would apply for a modification to their current permit that would allow that business to host a certain number of such events annually, provided that the business remains in compliance with all the conditions of its permit, including any additional conditions imposed for hosting cannabis special events. Fees for a modification of a cannabis business use permit to allow for hosting of cannabis special events would be imposed on a cost recovery basis. Applicants seeking to host cannabis special events must provide, as part of their application, a detailed project description, an event-specific site plan, an event-specific security plan, a plan for dealing with medical emergencies, and an explanation of how the applicant intends to ensure that the event complies with applicable State and local laws and regulations. Consumption, including smoking, would be allowed on the premises for the limited duration of the cannabis special event and in a limited smoking area.

The current version of the MAUCRSA states as follows regarding the local regulation of cannabis special events:

As of January 1, 2019, cannabis events are allowed at any venue that is expressly approved by a local jurisdiction. California Business & Professions Code § 26200 states in relevant part:

This division does not prohibit the issuance of a state temporary event license to a licensee authorizing onsite cannabis sales to, and consumption by, persons 21 years of age or older at a county fair event, district agricultural association event, or at another venue expressly approved by a local jurisdiction for the purpose of holding temporary events of this nature.

Section 26200 goes on to state that a state temporary event license will only be issued if the local jurisdiction authorizes such events. In addition, the activities that will take place at the event must be consistent with all applicable state regulations and all participants who sell cannabis or cannabis products onsite at the event have the appropriate state license to engage in retail cannabis sales. A state temporary event license will only be issued, and consumption of cannabis or cannabis products will only be allowed at the event, if (1) access to the area where cannabis consumption is allowed is restricted to persons 21 years of age or older, (2) cannabis consumption is not visible from any public place or an area that is not age-restricted, and (3) sale or consumption of alcohol or tobacco is not allowed on the event premises.

If the Council agrees with the conclusions of the Ad Hoc, the Assistant City Attorney will draft a Cannabis Special Events Ordinance implementing these objectives.



AGENDA SUMMARY REPORT

SUBJECT: Possible Introduction by Title Only of Broadband Deployment Ordinance and Approval of Community Development Director Determination that Broadband Deployment Ordinance Qualifies for a CEQA Exemption.

DEPARTMENT: Administration

PREPARED BY: Darcy Vaughn

ATTACHMENTS:

[Attachment 1 - Broadband Deployment Ordinance Draft](#)

[Attachment 2 - Appendix A Municipal Agreement](#)

[Attachment 3 - Broadband Deployment Ordinance NOE](#)

Summary: The City Council will discuss and consider introducing the Broadband Deployment Ordinance by title only. The City Council will also consider approval of the Community Development Director Determination that the Broadband Deployment Ordinance qualifies for a CEQA Exemption.

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

RECOMMENDED ACTION: Discuss and consider introducing the Broadband Deployment Ordinance by title only and approve Community Development Director Determination that Broadband Deployment Ordinance qualifies for a CEQA Exemption.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

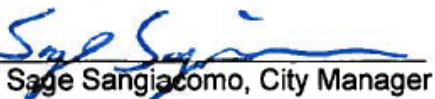
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

Approved: _____


Sage Sangiacomo, City Manager

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 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.

Immediately prior to the Council’s July 3, 2019 meeting, the City received correspondence from AT&T’s senior legal counsel with comments on and suggested changes to the Ordinance. Staff has reviewed the comments and incorporated some minor changes at AT&T’s request.

Although no specific project has been identified for possible future development, as a part of the process of introducing the Broadband Deployment Ordinance by title only, the City’s Director of Community Development (“Director”) is required to make--and he has made--a determination as to the required level of environmental review required by the California Environmental Quality Act (CEQA).

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 (Attachment 2). 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.

CEQA: The "project" under CEQA at this time is the City Council's adoption of the Broadband Deployment Ordinance adding article 10 to Article 2 of Division 2 of the Ukiah City Code. If Council approves this action, the Community Development Director will record a Notice of Exemption (Attachment 3), which finds that the Broadband Deployment Ordinance qualifies for categorical exemptions pursuant to CEQA Guidelines Article 19, Sections 15301 and 15303. However, because the Council is asked to introduce the Broadband Deployment Ordinance by title only at this time, the Notice of CEQA Exemption will not be posted until after the Council adopts the Ordinance, which, if introduced by Council this evening, is expected at the August 7, 2019, regular City Council meeting.

Staff asks that the City Council discuss and consider introducing the Broadband Deployment Ordinance by title only and approve the Community Development Director's determination that the Ordinance qualifies for the CEQA Exemption.

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 1.6100(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, 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. 1.6100 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 § 1.6100(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, no Municipal Agreement will be required and 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. 1.6100(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

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

mutual agreement or in cases where the reviewing State or local government determines that the application is incomplete. The 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 distribution poles where required by the electrical 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. "Unduly inhibit" does not include increased costs to comply with undergrounding requirements that are imposed on other utilities and property owners in such Districts.
 - 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 sixty (60) 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. 1.6100(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 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 enjoinder 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.

- c. 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, Licensors 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 Licensor 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 Licensor. 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 Licensor.

8. Consent of Ukiah Joint Use Agreement Parties. Pursuant to the Ukiah Joint Use Agreement, Licensor 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]



NOTICE OF CEQA EXEMPTION

TO: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

X County Clerk
County of Mendocino
Courthouse

PROJECT TITLE:	Adoption of the Broadband Deployment Ordinance
PROJECT LOCATION:	Within the entire City of Ukiah city limits.
DESCRIPTION OF PROJECT:	The project consists of adoption of the Broadband Deployment Ordinance adding article 10 to article 2 of division 2 of the Ukiah City Code in compliance with the Federal Communication Commission's Declaratory Ruling and Third Report and Order ("FCC 18-133") intended to facilitate deployment of infrastructure necessary for 5G and other advanced wireless services.
PUBLIC AGENCY APPROVING PROJECT:	City of Ukiah
DATE OF APPROVAL:	July 17, 2019
NAME OF PROJECT APPLICANT:	City of Ukiah

CEQA EXEMPTION STATUS:

- ☐ Ministerial
- ☐ Declared Emergency
- X **Categorical Exemption:** Article 19, Sections 15301 and 15303
- ☐ Statutory Exemption Section



REASONS WHY PROJECT IS EXEMPT:

The purpose and intent of the Broadband Deployment Ordinance (adopted by the City of Ukiah City Council on July 17, 2019; included in Exhibit A) is to establish standards and procedures for communications service providers to develop wireless communications facilities and other infrastructure deployments. The need for this Ordinance was prompted by the Federal Communication's 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 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 standards and procedures set forth in the Ordinance must comply with the FCC ruling intended to facilitate deployment of infrastructure necessary for 5G and other advanced wireless services.

The proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Article 19, Section 15301 Existing Facilities and Section 15303, New Construction or Conversion of Small Structures because adoption of the Ordinance will establish standards and procedures for issuing ministerial permits for communications service providers to develop wireless communications facilities and other infrastructure deployments within the City of Ukiah. However, the potential specific communication and infrastructure projects and locations are unknown at this time. The Ordinance contains standards for siting, height, and aesthetic guidelines. Although it is anticipated that all future projects submitted in accordance with standards contained within the Ordinance will be exempt from CEQA, each subsequent project would be reviewed in compliance with CEQA on a case-by-case basis and additional CEQA review may be required.

Based on the foregoing, the adoption of the Broadband Deployment Ordinance qualifies for the above CEQA exemptions.

Lead Agency Contact Person	Craig Schlatter, Director of Community Development
Phone Number	(707) 463-6219
Email	cschlatter@cityofukiah.com

This is to certify that the record of project approval is available to the General Public at:

Community Development Department, Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482

July 17, 2019

Director of Community
Development

Signature (Public Agency)

(Date)

(Title)



EXHIBIT A
CITY OF UKIAH BROADBAND DEPLOYMENT ORDINANCE

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 enjoinder 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



AGENDA SUMMARY REPORT

SUBJECT: Consideration and Action Regarding Recommendation to Reject All Bids Received for Specification No. 19-04 Electric Utility Line Tree Trimming at Various Locations, and Resolve Associated Bid Protest Received. (EUD)

DEPARTMENT: Electric Utility

PREPARED BY: Mary Horger

ATTACHMENTS:

[Attachment 1 - Request for Bid](#)

[Attachment 2 - Bid Results - Spec 19-04 - Elect. Utility Line Tree Trimming at Various Locations](#)

[Attachment 3 - Family Tree Service, Inc. Bid Docs](#)

[Attachment 4 - Notice of Recommending Bid Rejection - Spec 19-04 Electric Utility Tree Trimming](#)

[Attachment 5 - Protest Letter - Family Tree Service](#)

Summary: City Council will consider Staff's recommendation to reject all bids received for Specification No. 19-04 - Electric Utility Line Tree Trimming at Various Locations, and resolve associated bid protest received regarding this recommended action.

Background: Electric utility line tree trimming is required to trim trees within close proximity of high voltage lines. Eighty-five to ninety percent (85%-90%) of all city wide outages are in some way related to trees.

RECOMMENDED ACTION: Deny requested action of bid protest, and reject all bids received for Specification No. 19-04 Electric Utility Line Tree Trimming at Various Locations, and direct Staff to rebid the work.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

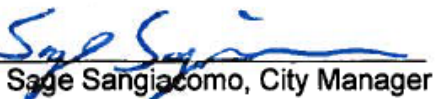
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Williamson, Buyer I; Tim Santo, Electric Utility Supervisor; Mel Grandi, Electric Utility Director; David Rapport, City Attorney

Approved: _____


Sage Sangiacomo, City Manager

Discussion: A Request for Bid was released on April 16, 2019, for Specification No. 19-04 - Electric Utility Line Tree Trimming at Various Locations for the City of Ukiah. Please refer to Attachment 1 for a copy of the bid documents. Bids were due on May 16, 2019, with two bidders responding. Please refer to Attachment 2 for a copy of the bid tabulation. The lowest bid received was from Family Tree Service, Inc., in the amount of \$90 per hour per crew member. Please refer to Attachment 3 for a copy of their bid.

Staff is recommending to reject all bids at this time. The rejection is based on the bids coming in much higher than the previous prices paid and what has been budgeted for (prior contract was \$46.85 per hour per crew member), as well as comparing what other similar utilities are paying for their tree trimming contracts.

On July 9, 2019, the Purchasing Department issued a notice to all bidders of Staff's intention to recommend Council to reject all bids received. Please refer to Attachment 4 for a copy of the notice.

As a result, a formal bid protest from Family Tree Service, Inc. was filed with the City Clerk's office. Please refer to Attachment 5 for a copy of the letter. In summary, the protest is based on Family Tree's confidence that the pricing they have submitted is competitive, and their concern that their pricing and pricing strategy is now exposed to new bidders in the case of a rebid.

In the bid documents, page 2, it states "The City Council reserves the right to reject any or all bids, and to determine which bid in its opinion, is the lowest responsive bid, and that which it deems is in the best interest of the City to accept." Participation in public project bidding, that requires the public opening of the bids, and sharing of submitted pricing, does present the unfortunate drawback of pricing exposure, but this is the case whether or not the bids are accepted, and is part of the process.

It is Staff's recommendation to resolve the bid protest by denying Family Tree's request to award the contract to their firm, and continue with Staff's recommendation to reject all bids, and instruct Staff to rebid the work.

Staff will review the existing specifications for revisions to provide additional clarifications if necessary, and rebid as soon as possible.

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

**REQUEST FOR BID
FOR
ELECTRIC UTILITY LINE TREE TRIMMING AT VARIOUS LOCATIONS
SPECIFICATION NO. 19-04**

**CITY OF UKIAH
DEPARTMENT OF ELECTRIC UTILITY
1320 AIRPORT ROAD
Ukiah, California 95482**

**Bids Open: May 16, 2019
1:30 p.m.**

CITY OF UKIAH - NOTICE TO BIDDERS

FOR ELECTRIC UTILITY LINE TREE TRIMMING AT VARIOUS LOCATIONS

NOTICE IS HEREBY GIVEN that sealed bids for Tree Trimming at various locations for the City of Ukiah will be received at the office of Mary Williamson, Buyer II, whose office is located at 1320 Airport Rd., Ukiah CA 95482 until 1:30 p.m. on May 16, 2019. Bids shall be endorsed "TREE TRIMMING AT VARIOUS LOCATIONS FOR THE CITY OF UKIAH." Bids are required for the entire work described herein.

DESCRIPTION OF THE WORK

The work consists of tree trimming within close proximity of high voltage lines at various locations within the City.

Specifications may be inspected and/or copies obtained at the Electric Department, 1320 Airport Road, Ukiah, California, 95482 and are also available at www.cityofukiah.com/purchasing. Click on "Current Construction Requests for Bids", then the name of the project. No bid will be considered unless it is made on the forms furnished by the City of Ukiah and is made in accordance with provisions of the specifications.

The City Council reserves the right to reject any or all bids, and to determine which bid in its opinion, is the lowest responsive bid, and that which it deems is in the best interest of the City to accept. The City Council also reserves the right to waive any information not material to cost or performance in any proposal or bid.

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, 2014) 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.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime, Saturday, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes. Copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done 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 valid State of California Class C-27 (Landscaping License) or a Class C-61 Limited Specialty D-49 (Tree Service) Contractor License necessary to complete all of the items of work listed herein Pursuant to Section 22300 of the California Public Contracts Code, 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 Contractor to insure performance under this contract.

Contractor shall complete the Contract Qualification Statement, including a resume of the Supervisor, Foreman, and Trimmers to be used by Contractor, and supply copies of all certificates held by the Contractor's employees, such as CPR and tree trimming certificates, including Certification of Equipment for operation near high voltage power lines. Failure to complete the forms will cause rejection of bid.

BIDDERS CHECKLIST

1. Complete and execute Contractor Qualification Statement (page 5, 6 & 7) and attach copies of all certification and CPR Cards for employees, and Equipment Certificates.
2. Complete and execute Bidding Schedule which includes Proposal, Contractor License, Public Works Registration Number, and Federal Tax ID number. (Page 22 & 23)
3. Complete and execute Worker's Compensation Certificate (Page 24).
4. Complete and execute the List of Proposed Subcontractors (Page 25)
4. Complete the Agreement (page 26) and execute Agreement (page 28). Failure to execute the Agreement will be deemed a non-responsive proposal.
5. Complete and execute Indemnity Agreement (Page 29).

CONTRACTOR QUALIFICATION STATEMENT

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

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

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

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

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.

Contractor must complete all portions of this statement before proposal will be considered. The following statements as to experience, equipment, personnel and general qualifications as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed and included in the proposal evaluation.

1. Name and address of principal business office from which contract will be administered:

Telephone: _____

2. The Contractor must have been engaged in energized electric power line clearance contract business, under the present business name, for a minimum of three (3) consecutive years.
3. The Contractor has never failed to satisfactorily perform a Contract awarded to him except as follows:

4. The Contractor must have satisfactorily completed or currently be engaged in two (2) tree line clearance contracts within the last five (5) years.

a. Location and for whom performed: _____

Year: _____ Telephone: _____

Contact Person: _____

Total number of trees pruned: _____

Contract amount: _____

b. Location and for whom performed: _____

Year: _____ Telephone: _____

Contact Person: _____

Total number of trees pruned: _____

Contract amount: _____

c. Location and for whom performed: _____

Year: _____ Telephone: _____

Contact Person: _____

Total number of trees pruned: _____

Contract amount: _____

5. Contractor must list equipment owned, and which is definitely available for use on proposed work as required.

QUANTITY	NAME, TYPE, MODEL, YEAR	CONDITION	LOCATION

(USE EXTRA SHEETS IF NECESSARY.)

a. Supply copies of certificates for Supervisors, Foreman and Trimmers.

b. Boom Certificates and Dialectic Test.

SPECIFICATIONS FOR ELECTRIC UTILITY LINE TREE TRIMMING

SECTION 1. GENERAL INFORMATION

- 1-01. Location and Scope of Work. Trim trees at various locations within the City of Ukiah at the direction of the Electric Department.

The work consists of tree trimming in the close vicinity of the electric power lines, streets, parks and miscellaneous City facilities.

- 1-02. Arrangement of Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

<u>Section No.</u>	<u>Title</u>
1	General Information
2	Project Details/Scope of Work
3	General Notes

- 1-03. Addenda. If it becomes necessary to revise any part of this RFB after it has been issued, the City will issue an addendum to the RFB containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the RFB documents. Anyone who intends to submit a proposal in response to the RFB must register as a plan holder on the City's website and check the website frequently for any posted addenda. Anyone submitting a proposal will be deemed to have seen and agreed to be bound by the posted addenda.

- 1-04. 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 works.

- 1-05. 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 of responsibility for compliance with Section 5650 and 12015 of the Fish and Game code or other applicable statutes relating to pollution prevention or abatement.

- 1-06. California Department of Industrial Relations Prevailing Wage Requirements:

- A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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).
- G. 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.

- 1-07. License. The Contractor for the work herein shall have proper equipment and possess the necessary skills to complete the work herein. A City Business License is required to contract the work, and Contractor is responsible for obtaining all necessary licenses or permits.
- 1-08. 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.
- 1-09. Insurance Requirements for Contractors. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.
- A. Minimum Scope of Insurance

Coverage shall be at least as broad as:
 - 1. Insurance Services Office ("ISO") Commercial General Liability Coverage Form No. CG 00 01 11 85.
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
 - 3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.
 - B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$2,000,000 per accident for bodily injury and property damage.

C. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such

deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, hired or borrowed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate City's policy.

b. 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.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

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

2. Worker's Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

Contractor shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this clause. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements 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 and are approved by the City. 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.

G. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

coverage for subcontractors shall be subject to all of the requirements stated herein.

SECTION 2. PROJECT DETAILS/SCOPE OF WORK

2-01. Electric Department Line Clearance – Definitions:

ANSI: The American National Standards Institute.

ASTM: American Society for Testing and Materials, latest edition.

Cal/OSHA: Division of California Occupational Safety and Health Administration in the California Department of Industrial Relations

Chipper: A Cal/OSHA approved brush chipping device whose model has been manufactured and on the market for at least one model year.

City: City of Ukiah.

CUEUD: City of Ukiah Electric Utility Department

PM: Project Manager for the City of Ukiah Electric Utility Department

CMUTCD: California Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

Combination Aerial Lift/Dump Truck with Insulated Boom and Platform: A Vehicle equipped with a minimum 52 foot working height insulated aerial platform in compliance with ANSI standards A92.2 and having a minimum 5 cubic yard chip/dump box.

GO 95: General Orders number 95, Public Utilities Commission of the State of California, rules for overhead line construction.

Interpretations: The stated interpretations for the following words shall apply throughout this document:

May:	Permissive choice
Must:	Mandatory
Shall:	Mandatory
Should:	Advisor
Will:	Mandatory, but allowing the responsible employee or party some discretion as to when, where and how.

Work: The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete, in a good and workmanlike manner, the

project as described in Scope of Work, in accordance with this Agreement and all applicable laws.

2-02. Scope of Work: Work to be done consists of furnishing all labor, methods, materials, tools, permits, licensing, certification and equipment that are necessary to accomplish Electric Department Line Clearance pruning on the City of Ukiah's electrical distribution system. This work is to be conducted in accordance with accepted industry practices, the scope of which includes, but is not limited to, the following: hazardous tree pruning, overhead electrical line clearance tree pruning, tree removal and associated work to include brush and log removal. Stump removal is not part of the work.

2-03. Work Done by the City for the Contractor: The City and its Electric Department will not perform any work for the Contractor except in an emergency situation or as determined necessary by the PM to adequately protect the City's electrical or other facilities.

2-04. Workmanship: The Contractor shall keep its organization fully informed of all state and federal laws and all municipal codes enforced by the City which relate to the work herein.

The Contractor shall perform the work described herein as an integral part of a continuing City service to which its citizens are accustomed. All public contact shall be courteous and informational only. Discourtesy will not be tolerated.

The Contractor shall only employ competent crafts persons/skilled workers to perform the work. If any person employed by the Contractor fails or refuses to carry out directives of the PM, appears incompetent, or acts in a disorderly or improper manner, he or she shall be immediately removed at the request of the PM.

2-05. Crew: The crew needed to effectuate the work herein is to consist of a three (3) person crew made up of two (2) tree pruners and a crew leader. The crew leader may be one of the pruners and if so, a helper will be required to complete the crew. Changes to the crew size and make up may be required for specific work tasks but shall be preapproved by the PM and mutually agreed upon by both parties.

Personnel employed and considered qualified for line clearance tree pruning by the Contractor shall meet and abide by all applicable O.S.H.A. 29 C.F.R. 1910.269, A.N.S.I. Standard Z133.1 (Arboricultural Operations Safety Requirements), and California Code of Regulation Title 8 Article 38 §2950 §2951 standards and requirements.

Proof of such qualification shall be in the form of individual identification cards reflecting current status as line clearance tree pruners for each qualified employee and documentation of the Contractor's training program that shall include, but not limited to, the following items:

- ☐ First Aid and Cardio Pulmonary Resuscitation
- ☐ Aerial Device Rescue
- ☐ Utility Hardware Identification
- ☐ Training meeting all applicable standards and requirements of O.S.H.A. 29 C.F.R.

1910.269,
A.N.S.I. Standard Z133.1 (Arboricultural Operations Safety Requirements), and
California Code of Regulation Title 8 Article 38 §2950 §2951.

All qualified employees utilized by the contractor for line clearance tree pruning must also provide proof of having performed such duties a minimum of eighteen (18) months under the supervision of a qualified line clearance tree pruner.

2-06. Notification for Emergency Service Provider: The Contractor must furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information must be reported to the City Police Department dispatcher and PM, and updated as required to provide 24-hour phone access.

2-07. Hours of Work. Unless otherwise specified herein, all construction activity, except for emergency situations, will be confined to Monday through Friday between the hours of 7:30 a.m. and 6:00 p.m., to minimize nuisances to local residents. Mufflers and/or baffles will be required on all construction equipment to control and minimize noise. The Contractor must comply with all applicable noise regulations in the City's Zoning Ordinance.

Saturday, Sunday, holidays and overtime shall not be regarded as working days. Work shall not be allowed on non-working days without the written approval of the PM. A request for PM approval from the Contractor must be in writing. The Contractor shall pay the City of Ukiah for all overtime labor charges incurred by the City to supervise overtime work by the Contractor's employees at the rate of \$80 per hour per inspector and/or resident engineer. All overtime labor charges shall be deducted from the final payment along with any liquidated damages.

Work necessary for the proper care and protection of work already performed or in case of emergency may be allowed without permission of the PM.

2-08. Communications: The Contractor shall provide its crews with acceptable communications devices for its own safe operations but must also include person-to-person communications devices, such as cellular telephones, capable of contacting the PM for the purpose of reporting concerns or emergencies. Contractor crew leaders and the Contractor's field supervisor must also have such means of communications for contact purposes. The City may supply radios for to the Contractor for direct contact with the PM during emergencies.

2-09. Tools: Equipment is to consist of but not limited to, a combination aerial lift dump truck with insulated boom, chipper, and all related operating and maintenance expenses. Each line clearance tree pruning crew shall have, in addition to an aerial lift dump truck and chipper, all the necessary chain saws, manual and/or hydraulic pruning devices, small tools, climbing lines, rigging, ropes, etcetera in order to efficiently and safely perform routine pruning and removal of trees associated with line clearance tree pruning.

The City will not loan or provide the Contractor with tools. The PM may suspend the work where it is observed that the proper tools and equipment are not being used or are being misused.

2-10. Work Center: The Contractor shall establish a work center in a centralized location of the work area as a base for daily operations within ten (10) miles of the City of Ukiah Corporation Yard located at 1320 Airport Road, Ukiah, CA 95482.

2-11. Notification of Property Owners: Property owners shall be notified a minimum of twenty-four hours prior to any scheduled line clearance tree pruning on private property by the Contractor. If the Contractor cannot obtain private property owner permission to perform the necessary work, the PM will assist in notifying the property owner of the City's minimum proximity clearance requirements to primary (12,000 Volt) overhead lines. If a property owner or resident objects to line clearance tree pruning for any necessary tree work, the Contractor may be required to delay that work until the objection is resolved. If the objection to work occurs while the work is in progress, the Contractor shall stop work immediately and notify the PM. Work shall not resume at the location of an objection until authorized by the PM.

2-12. Control of Arboreal Material and Clean Up: Wood shall be cut into lengths for safe lifting purposes and easily manageable by one person. Residents on whose property a tree or trees have been cut shall have first choice over any wood collected from such trees. The Contractor's work shall be performed in an environmentally responsible manner with regards to any and all material generated by the work. Upon completion of work, the area shall be cleaned to a condition at least equal to that which existed prior to the commencement of the work. Undergrowth and adjacent shrubbery or trees sustaining damage or injury due to the work shall receive corrective action. Final cleanup of the work area shall be satisfactory to the PM and the affected property owners. Special care shall be taken to ensure that pruned material not remain aloft, either hanging on branches or facilities.

Before final inspection of the work, the Contractor must clean the construction site and all ground occupied by him in connection with the work, of all rubbish and equipment. All parts of the work shall be left in a neat and presentable condition.

Nothing herein shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the PM.

2-13. Reporting Requirements: The Contractor shall be required to furnish the PM with a written record of work locations, completed work and time spent at each location.

Documentation shall consist of the following:

- A Crew Log (Contractor produced document) given to the PM at the beginning of the workweek that states, at a minimum, the date(s) the Contractor's crew will be working on the Project, prospective pruning locations for that workweek and contact names/phone numbers for the crew performing the work.
- A completed City of Ukiah Electric Department (CUEUD) Time Card for Contract Work for each tree location (available as an attachment to these special provisions). This CUEUD Time Card for Contract Work shall be filled out no later than the completion of each location, or at the end of the workday, whichever comes first. All

time cards shall be turned in no later than Wednesday of the following workweek.

- A CUEUD Time Card for Contract Work may be substituted with a copy of the Contractor's own daily/weekly report/field log/tag only if said document reflects the minimum required fields set forth by the CUEUD Time Card for Contract Work. The Engineer will determine the acceptance of any time card other than the CUEUD Time Card for Contract Work for records keeping.

A copy of the CUEUD. Time Card for Contract Work is made available as Exhibit C.

2-14. Priority of Line Clearance Pruning: The Contractor shall give first priority to trees in contact or in close proximity to primary (12,000 Volt) overhead lines when scheduling work throughout the contract period. The City will provide a list of locations where trees are in contact or in close proximity to overhead lines whenever the City is aware of such conditions. All line clearance tree pruning locations must be processed in the order they are scheduled and any deviations must be communicated to the PM.

The Contractor shall not begin a workweek on City property without first contacting the PM, furnishing a Crew Log and taking special assignments/locations from the PM if available.

2-15. Pruning Methods and Types of Pruning: All work is subject to the "City of Ukiah Tree Management Guidelines", provided as Exhibit D. Natural target pruning techniques recommended by the International Society of Arboriculture (ISA) and ANSI Standards A300 shall be utilized. Care shall be taken to avoid practices that can cause severe damage or injury to the tree while achieving the required clearance objectives. Wherever possible, natural target pruning cuts shall be made to direct future growth and sprouting away from the conductors.

Trees directly under conductors shall be pruned and shaped into a symmetrical appearance. Where line clearance tree pruning adversely alters the shape of a tree, additional pruning shall be done to give such trees a satisfactory shape and appearance.

Dead branches overhanging primary and/or secondary conductors shall be removed. Portions of dead or decaying trees or portions of trees weakened by decay or disease that may contact conductors from the side or by falling, must be pruned to eliminate the hazard. Extreme care should be taken while working around energized conductors.

The Contractor's field supervisor or crew leader shall analyze and bring to the attention of the PM any dangerous conditions or potential safety hazards.

The LTP Landmark Tree Program (Exhibit E) has been included for identifying and special handling requirements of trees in the LTP program.

2-16. Table of Required Minimum Clearances: The following table reflects the minimum clearances required from trees to conductors:

Type of conductor	Voltage	Distance from Tree to Conductor
Supply Service Drops*	0 to 750*	0 feet, pole to customer weather head*
Secondary Supply Conductors	0 to 750	2 feet, pole to pole including street lights but excluding customer owned poles
Primary Supply Conductors	750 to 22,500	6 feet
* Provide minimum pruning where service conductors show strain or evidence of abrasion from tree contact. In instances where large branches or tree trunks are involved, Contractor shall notify the PM for corrective Action. <i>All City Electric infrastructure falls within the Local Response Area (First Responders)</i>		

As described in the Table of Required Minimum Clearances, privately owned trees affecting service drops will be pruned only if found to be causing strain or abrasion to the service from contact during the contractor's patrolling of facilities, normal execution of the Work or after having been discovered through the City's inspection process. Unless the specific conditions described in the table are met, such trees are to be monitored and maintained by the property owner who shall notify the City of any perceived dangerous or hazardous conditions.

The amount of removal and number of pruning cuts shall be determined on a tree-by-tree basis and calculated considering the species, unique characteristics and growth patterns of each particular tree. External conditions such as wind, rain and heavy storms, conductor sag due to temperature changes etc. that may cause a portion of a tree being pruned to contact energized conductors shall also be calculated into the amount of pruning cuts to be made. *It shall be a general assumption that one extra foot (1') of conductor sag for 12KV conductors may occur due to temperature changes. This extra distance shall be used in calculating amounts of pruning.*

The end result achieved shall ideally be that of maintaining the minimum clearances described in the Table throughout a tree's growth cycle until the next scheduled pruning. Where conditions exist that prohibit the Contractor from obtaining the minimum clearances (i.e., to comply with state and local ordinances, for heritage trees, for major trunks or leads), clearances may be reduced where agreed to by the PM. The PM may wish to consult with the City Arborist any time.

Where conditions exist such as state or local ordinances, designated heritage trees, major trunks/leads etcetera, that prohibit the Contractor from obtaining the above stated clearances,

clearances may be reduced, where agreed to by the PM, to comply with such special circumstances.

At no time, however, shall any clearances reduced from the Table be less than inferior to those mandated by the California Public Utilities Commission (CPUC.) and or the General Orders relating to minimum clearances for overhead supply lines (G.O. 95).

2-17. De-Energizing Conductors: Whenever it is determined that an electrical hazard exists in a tree that has to be climbed for line clearance tree pruning, removal or the performance of any work described herein and such hazard cannot be cleared from the ground by using non-conductive pruning or sawing instruments, the Contractor or Contractor's crew leader must make a formal request to the PM to have the section of line in question de-energized and properly grounded for the length of time necessary to clear the hazard.

If the electrical hazard is an emergency with the potential for personal injury, property damage or conductor/facility damage, the line in question will be immediately de-energized as soon as possible. If this is not the case, the City requires a minimum of seventy-two (72) hours of notification for any planned outage.

2-18. Construction Limitations: The Contractor will be expected to conduct his or her operations in a manner; which creates a minimum damage to the natural vegetation and landscape not directly involved in the scope of work. Ingress and egress must be via the existing driveways. Care must be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include, but are not limited to, dust control, site clean-up, material control and temporary fencing as required. Any excavations made under this agreement must be backfilled before the end of the workday.

2-19. Maintaining Traffic and Pedestrian Operations: The Contractor must so conduct his or her operations so as to cause the least possible obstruction and inconvenience to public traffic. All traffic control and related devices shall conform to requirements set forth in the California MUTCD. All traffic must be permitted to pass through the Work unless otherwise approved by the PM.

Full compensation for conforming to the requirements of this section will be deemed included in the prices paid on the various Contract items of Work and no additional allowances will be made therefore.

Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the Department of Public Works, no road closures will be permitted. Public vehicular and pedestrian traffic must be allowed to travel through the Work area with an absolute minimum of interruption or impedance unless otherwise provided for in the Special Provisions or approved in writing by the PM. The Contractor must make provisions for the safe passage of pedestrians around the area of Work at all times.

2-20. Accessibility: Residents affected by tree trimming work must be provided passage and access through the Work area to the maximum extent possible. Where existing driveways occur on the street, the Contractor must make provisions so that the length of shut-down of any driveway is kept to a minimum. In addition, all driveways must be accessible at the end of each workday, and no driveway or property access may be closed for more than four (4) hours during the workday. Access to driveways, houses, and buildings along the road or street must be as convenient as possible and well maintained, and all temporary crossings must be maintained in good condition. To minimize the need for and complexity of detours, not more than one street intersection or road, including single lane closures may be closed at any one time without the written approval of the PM and Department of Public Works.

The Contractor must provide a 48-hour advance written notice of closures to all affected property owners in a form approved by the PM. (form attached).

Gutters and drainage channels must be kept clear and unobstructed at all times. All equipment shall be utilized in a manner that protects City streets, sidewalks, or other facilities from damage.

Where approved in writing by the PM and the Department of Public Works, the Contractor must construct and maintain detours for the use of public traffic at his or her own expense. Failure or refusal of the Contractor to construct and maintain detours so approved at the proper time will be a material breach of the Contract subject to any and all remedies available pursuant to the Agreement and at law and equity. Such remedies include, but are not limited to, termination pursuant to Section 4.

The Contractor will be responsible for keeping all emergency services, including the Ukiah police and fire departments and Department of Public Works informed of obstructions to, or detours around any public or private roads caused by reasons of his or her operations. Where there is a need to close down public streets or thoroughfares for an extended period of time, the Contractor will notify the PM and the Department of Public Works 48 hours in advance. The PM and Department of Public Works Project Analyst can be reached at:

Activity	Written Approval	Notify	E-mail address	Contact Phone #
Road Closure*	Public Works Project Manager	Public Safety Public Works Project Manager	dispatchers@cityofukiah.com jthiele@cityofukiah.com tsanto@cityofukiah.com	(707) 463-6262 (707) 463-6755 (707) 467-5778
Lane Closure*	Public Works Project Manager	Public Safety Public Works Project Manager	dispatchers@cityofukiah.com jthiele@cityofukiah.com tsanto@cityofukiah.com	(707) 463-6262 (707) 463-6755 (707) 467-5778
Driveway or Property Access Restriction		Project Manager	tsanto@cityofukiah.com	(707) 467-5778

* Requires 48 hr. advanced notification

2-21. Public Safety: The Contractor must at all times conduct the Work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

No pedestrian or vehicle passage may be closed to the public without first obtaining permission of the PM. Should the Contractor fail to provide public safety as specified or if, in the opinion of the PM, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations and the Contractor will be liable to the City for, and the City may deduct from amounts due or that may become due the Contractor under the Contract, all costs incurred including, but not limited to, administrative costs.

Nothing in this section will be construed to relieve the Contractor of the obligation to maintain a safe worksite. This section provides the City and the PM with the right, but not the obligation, to remedy the Contractor's deficiencies in maintaining a safe worksite.

2-22. Payment: Payment for all work and work requirements specified in this Scope of Work shall be considered as included in the Contract Price and no additional allowances shall be made therefore.

SECTION 3. GENERAL NOTES

3-01. Bids: Bids are to be an hourly rate per crew member, with a minimum of a three (3) person crew (see 2-05) for all labor and equipment required for tree trimmings.

3-02. Experience: Bidder shall demonstrate experience with similar work. Bid shall include a list of projects completed, similar as to scope and hazards presented as part of the Bidders Qualification Statement.

3-03. Agreement: The resulting agreement will be for a three (3) year term ending June 30, 2021. The agreement's total value will depend on the level of tree trimming requested and each fiscal year's approved budget. The budget for the first year (2018/2019) is \$105,000.

3-04. Location of the Work: The locations and extent of the work shall be as determined by the City.

BIDDING SCHEDULE

DESCRIPTION	UNIT PRICE BID
Tree Trimming, including all labor and equipment, for an hourly rate per crew member (minimum three (3) person crew), for all hours worked on working and non-working days.	\$ _____ (Per Hour)

The undersigned, as bidder, declares that he has examined thoroughly the entire contract documents herein contained, and that this bid 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 proposes and agrees, if this bid is accepted, that he will contract with the City of Ukiah, Mendocino County, California, in the form of a copy of the agreement herein contained to provide all necessary machinery, tools, apparatus, and other means of performance, to furnish all material; to provide all superintendence, overhead expenses, and all labor and expenses of whatever nature necessary for tree trimming at various locations for the City of Ukiah, in conformity with the specifications and other contract provisions herein, or reasonably implied thereby 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 Director of the Electric Department.

We, the undersigned, further agree, if this bid shall be accepted, to furnish the required Proof of Insurance within ten (10) working days after written notice that the bid has been accepted, and if the undersigned shall fail to contract, as aforesaid, it shall be understood that he has abandoned the contract, and that, therefore, this bid shall be null and void.

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

The undersigned declares they are familiar with these specifications for tree trimming and has carefully read the requirements, checked all of the figures, and accepts full responsibility for any error or omission.

Submitted by, (check one)

____ Individual Owner ____ Partnership ____ Corporation ____ Other

Legal Name of Contractor: _____

Address of Contractor: _____

Contractor License No.: _____ Expiration Date: _____ Tax ID#: _____

Department of Industrial Relations Public Works Registration #: _____

Phone Number: _____ Fax Number: _____

By: _____ Print or Type Name,
(Title) _____

(Signature)

Date: _____

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 _____, 2019.

Signature of Bidder, with Business Address:

(The bidder shall execute the certification of this page at the time of submitting his bid.)

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

**CITY OF UKIAH
Mendocino County, California**

AGREEMENT

ELECTRIC UTILITY LINE TREE TRIMMING AT VARIOUS LOCATIONS

THIS AGREEMENT, made this _____ day of _____, 2019, by and between the City of

Ukiah, Mendocino County, California, hereinafter called the City
and

hereinafter called the Contractor,

1. The Contractor hereby agrees with all the terms and conditions contained in the Agreement, to pay all necessary taxes, insurance and bonds, and to furnish all of the labor, materials, transportation, equipment, services, and incidentals necessary to complete, in a workmanlike manner, the tree trimming at various locations for the City of Ukiah, as per the bid submitted by the Contractor which is herein incorporated by reference.
2. The City hereby agrees to pay and the Contractor agrees to accept \$_____per hour based on a minimum three person crew in consideration of the full and complete performance of the work in accordance with the bid of the Contractor.
 - 2.1 Rate shall be firm for the entire term of contract.
 - 2.2 Based on notice from City of the annual budget for tree trimming services under this Contract, Contractor shall monitor the hours of work performed during the course of each fiscal year and notify the City, when the amount billed or billable under the contract in that fiscal year equals 85% of the amount budgeted for that year. Contractor shall not incur additional costs or perform additional billable hours prior to receiving instructions from the City and shall not be entitled to payment for services in excess of the amount budgeted by the City for contract services in that fiscal year without prior written approval from the City.
 - 2.3 Payments may be withheld on account of (1) defective work not remedied; (2) claims filed by third parties; (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment; (4) the unpaid balance of the contract sum; (5) damage to that City or another contractor; (6) reasonable evidence that the work will not be completed within the contract time and that the unpaid balance would not be adequate to cover actual or liquidated damage for the anticipated delay, or (7) persistent failure to carry out the work in accordance with the Contractor Documents.
 - 2.4 Final payment shall not become due until ten (10) working days after the City accepts the work completed and the Contractor has delivered to the City a complete release of all liens arising out of this contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien, including all cost and reasonable attorney fees.
 - 2.5 Acceptance of final payment by the Contractor, shall constitute a release and waiver of any claims for additional compensation by the Contractor, except for claims submitted in writing by the Contractor prior to final payment which remain unsettled at the time of final application for payment.
3. Term of Agreement. Contractor shall commence performance of services as required upon receipt of a Notice to Proceed from the City. This agreement shall be in effect for three (3) years from the date it is fully executed.
4. Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Contractor for services provided under this Agreement; or 3)

City has abandoned and does not wish to complete the work for which Contractor was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Contractor. City shall pay the Contractor only for services performed and expenses incurred as of the effective termination date. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to offset for any direct or consequential damages City may incur as a result of Contractor's breach of contract.

5. Any alteration or deviation from the original plans and/or specifications, whether involving extra cost of materials or labor or not, and any extra work necessitated by unusual conditions will be executed only upon written change order designated by City's agent for same, and will become an extra charge or credit only when approved in writing by all parties hereto or their authorized agents.

- 5.1 If the Contractor is delayed at any time in progress of the work by changes ordered in the work, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which reasonably justifies delay, then the contract time may be extended by a change order for a reasonable time.

6. Before Contractor performs any work or delivers any materials to worksite(s), he shall furnish to the City certificates of insurance covering full liability under Worker's Compensation laws of the State of California, and Comprehensive General Liability Insurance (Broad form/CSL) and fire insurance of \$2,000,000 naming the City as additional insured, and shall be maintained in force until the work is completed. All work covered by this Agreement done at the worksite(s) or in preparing or delivering materials to said worksite(s) shall be at the risk of the Contractor alone. Contractor agrees to indemnify and hold harmless the City against any claims, actions or demands against them, or any of them, against any damages, liabilities or expenses, including attorney fees, the personal injury or death or for loss or damage to property, or any or all of them, arising out of or in any way connected with the performance of the agreement by Contractor.
7. The Contractor shall not, without written consent of the City, assign, transfer nor sublet any portion or part of this work, nor assign any payments to others, but will furnish all labor, materials and equipment necessary for performance of this agreement.
8. Contractor shall at all times indemnify and save City harmless against all liability for claims and liens for labor performed or materials used or furnished to be used on the job in connection with Contractor's performance hereof, including any costs and expenses for attorney fees and all incidental or consequential damages resulting to City from such claims. Further, in case suit or such claim is brought, Contractor shall defend said suit at his own cost and expense, and will pay and satisfy any such liens or judgment as may be established by decision of a court in said suit and further hold harmless the City from any personal liability thereon.
9. Contractor shall, at his sole cost and expense, and without increase in the compensation to Contractor, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; obtain all necessary permits and licenses therefore; pay all manufacturers, sales use, processing, Federal and State taxes; insurance and contributions for social security, unemployment and employee benefits required by labor agreements which are incurred by the Contractor whether levied under existing or subsequently enacted laws, rules or regulations. Including but not limited to the following:
 - 9.1 Eight (8) hours per day constitutes a legal day's work for Contractor's or Subcontractor's employee. Employees of Contractor shall be permitted to work in excess of 8 hours per day and 40 hours during any one week upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay. The Contractor shall pay a penalty to the City for violations of these Labor Code provisions according to Labor Code Section 1813.
 - 9.2 The Contractor shall pay not less than the general prevailing rate of per diem wages as required by Labor Code Sections 1770, 1771, and 1773.2, and shall pay a penalty to the City in accordance with Section 1775.
 - 9.3 The Contractor shall keep accurate payroll records which are available for inspection in accordance with Labor Code Section 1776.
10. Contractor shall effectively secure and protect the work to be done hereunder and assume full responsibility for the condition thereof until final acceptance by City. Contractor shall be liable for any loss or final

acceptance by City. Contractor shall be liable for any loss or damage to any work in place, or to any person, materials, or equipment of the worksite(s) caused by him, his agents, employees or guests.

11. In the event action is instituted for the enforcement of any term or condition of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees in said suit, in addition to costs and reasonable expenses incurred in the prosecution of said suit.
12. If the Contractor shall neglect to prosecute the work properly, or fail to perform any provisions of this contract, the City may, after three days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due to the Contractor.
13. Contractor guarantees all equipment, material, supplies, and work furnished on the job against defective construction or workmanship for a period of one year following completion of the project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by their suppliers or manufacturers.
14. Contractor will conform to applicable California Administrative Code Title 8 and regulations, also ANSI, Z133 for Tree Care Operations.
15. Contractor will keep a tree trimming report and time card of each tree trimmed. See Exhibit C. These reports and time cards will be submitted to the City of Ukiah on a weekly basis. Contractor will submit pay applications on a fifteen (15) working day schedule.
16. That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.
 - a. Notice to Bidders
 - b. Contractor Qualification Statement
 - c. Specifications
 - d. Bidding Schedule
 - e. Worker's Compensation Certificate
 - f. List of Proposed Subcontractors
 - g. Exhibit A (Indemnification)
 - h. Exhibit B (Insurance Requirement for Contractors)
 - i. Exhibit C (Time Card for Contract Work)
 - j. Exhibit D (City of Ukiah Tree Management Guidelines)
 - k. Exhibit E (Land Mark Tree Program Guidelines and Policies)

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 _____, 2019.

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 _____, 2019.

CITY ATTORNEY, CITY OF UKIAH

EXHIBIT "A"
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 Electric Utility
Time Card for Contract Work
Exhibit B

Firm_____	Date_____
Location_____	Contractors Job No._____

Crew Members Names	ID Card Carriers	S	M	T	W	T	F	S

Comments:

CITY OF UKIAH TREE MANAGEMENT GUIDELINES

EXHIBIT C

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



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

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

1.0 PURPOSE STATEMENT

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

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

Community Forest Management Plan Vision Statement

2.0 DEPARTMENTS AFFECTED

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

3.0 RESPONSIBILITY

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

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

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

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

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

4.0 TRAINING

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

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

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

5.0 POLICY GOALS

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

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

6.0 GUIDELINES FOR TREE CARE AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

- 6.9.2 Notwithstanding an immediate hazard to safety and/or property, the City shall utilize a written tree risk assessment methodology established by the ISA (ISA Basic Tree Risk Assessment Form or equivalent) to evaluate the likelihood that part or all of a tree will fail and cause damage and/or injury by a qualified arboricultural professional. The components of the assessment shall include tree health, species profile, site factors, history of failures, tree defects/conditions, target assessment, risk categorization, mitigation options and recommend inspection intervals when warranted.
- 6.9.3 Corrective action for high hazard rated trees shall be reasonable and prudent and may include:
- Moving any at-risk structures, equipment, fixtures or recreational sites;
 - Correction of the defect by pruning, cabling and bracing, or tree removal;
 - Closure of the area

7.0 Tree Removal: The City shall provide 72 hours of advance notice of the intended tree or trees that shall be removed by posting a sign at the work site when feasible. The sign shall contain the reason for the removal of the tree and the appropriate city department's telephone number that the public may contact for further information. Tree removal will include:

- 7.0.1 Trees that pose substantial risk or hazard to the public, adjacent properties or to public facilities.
- 7.0.2 Dead, dying or diseased trees.
- 7.0.3 Removal from properties being improved or developed under an approved design, however, prior consideration to retention shall be given whenever possible. Preference is to retain existing healthy trees when designing any development rather than attempting mitigation.
- 7.0.4 Trees that block trails, drains or otherwise obstruct the use and function of infrastructure elements.
- 7.0.5 Trees on sites that were over planted by design or are crowded from natural competition. As the landscape grows, the Supervisor with consultation with a qualified expert shall selectively remove trees on a site to maintain spacing for optimal tree growth and function.
- 7.0.6 Removal requested by a private property owner. However, such requests do not obligate the City of Ukiah to remove or allow removal of any trees, shrubs, and/or vegetation.
- 7.0.7 Consideration shall be given for providing trunk and limbs for service projects such as constructing benches and picnic tables. The use of wood chips for mulching material around trees and vegetation in the parks is encouraged.
- 7.0.8 Any person aggrieved or impacted by a decision to remove a tree may appeal the decision during the noticing period. A letter stating the reason(s) for the

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

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

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

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

8.0 SUMMARY

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

9.0 GLOSSARY OF TERMS

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

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

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

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

10.0 ADDITIONAL RESOURCES

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

These documents are:

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

Landmark Tree Program Guidelines and Policies

November 19, 2014

1.0 PURPOSE STATEMENT

The purpose of this document is to provide policy guidelines for the preservation, maintenance and enhancement of our urban forest with particular attention to noteworthy trees or "landmark trees" as defined in Section 2.0.

The Landmark Tree Program (LTP) includes specific trees within the city limits on public property, but also extends to private property for owners who wish to participate on a voluntary basis. This program complements the Downtown Zoning Code (DZC) Designated Landmark Trees, but does not supersede the rules and regulations identified for those specific trees (UCC Section 9229.3 Table 19) detailed in the DZC.

2.0 DEFINITION

The definition for landmark trees from the Downtown Zoning Code (10.030 B Article 18 Section 10), shall be used:

Landmark trees are specific trees selected as worthy of landmark status based on one or more of the following characteristics:

- 1) an outstanding specimen of a species desirable to the community
- 2) one of the largest or oldest trees in the City of Ukiah
- 3) historical/commemorative interest
- 4) distinctive form and/or aesthetic appeal and/or
- 5) environmental value, including importance as habitat for wildlife.

3.0 BENEFITS OF THE PROGRAM

Benefits to the City of Ukiah

A LTP would help the City obtain the coveted certification, "Tree City USA" from the Arbor Day Foundation and improve grant funding opportunities. The identification and acknowledgement of landmark trees will also help the City, businesses and private owners garner support and recognition for the care and maintenance of trees which benefits the community at large.

Benefits to Property Owners

Owners will receive acknowledgement and appreciation for their effort. The City of Ukiah will provide a certificate to the participating property owner. Well-maintained trees add to property values. Trees provide shade and can reduce cooling and heating bills.

Benefits to the Community

The LTP will help maintain and expand the City's urban forest by increasing awareness of trees and their benefits. Neighborhoods with good tree canopies improve people's wellbeing and reduce crime; business districts with tree-lined streets have increased activity.

4.0 POLICY GOALS

The LTP focuses on the economic, environmental, historic and aesthetic value specific trees have in the City's urban forest. This includes trees in public areas and trees on private property where the owner voluntarily participates in the program.

The policy goals of the LTP are consistent with the following:

- City of Ukiah General Plan Open Space Conservation Element (1993): OC-22: Conserve and replenish valley oaks in the Valley; OC-23: Native plant landscaping shall be encouraged; OC-25: Maintain and enhance the City's canopy of shade trees.
- City of Ukiah Tree Protection and Enhancement Policy, November 1993
- City of Ukiah Tree Planting and Maintenance Recommendation, November 1993
- Community Forest Management Plan, 1994
- City of Ukiah Landscaping and Streetscape Design Guidelines, 1996
- Ukiah Municipal Code, Chapter 5, Sidewalks/Street Trees. Article 2. Street Tree Policy Purpose and Intent)
- Tree Management Guidelines, December 1, 2010
- City of Ukiah Downtown Zoning Code, 2012

5.0 ADMINISTRATION

DEPARTMENTS AND RESPONSIBILITIES

- 5.1 Community Services Department
- 5.2 Public Works Department
- 5.3 Electric Utility Department
- 5.4 Planning and Community Development Department
- 5.5 Ukiah Municipal Airport

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

- 5.1** The City Manager or designee is the primary administrator of the program. However, directors of the departments are responsible for the preservation, care and maintenance of trees in the public and private sphere as follows:

- 5.1.1** Community Services Department is responsible for all trees in public parks.

- 5.1.2** Public Works Department is responsible for all trees in the public right of way, creeks and drainages including wetlands.

- 5.1.3** Electric Utility Department is responsible for the trimming of trees to maintain clearance from primary electric lines and facilities.

- 5.1.4** Planning and Community Development Department is responsible for the oversight of all trees and landscaping plans filed by the applicant.

- 5.1.5** The Airport Manager is responsible for all trees on Airport property.

- 5.2 Partnerships:** Volunteers and/or community groups (i.e. Mendocino ReLeaf and Tree Advisory Group) shall be important partners to achieve the objectives of urban forestry.

6.0 PROCEDURES

For a specific tree, grouping of trees or grove for enrollment in the LTP requires the completion of a nomination form signed by the nominee/property owner. Nomination forms are reviewed by the Tree Advisory Group and then forwarded with written recommendation to the City Manager or designee for review and then to the City Clerk for the City Council consent calendar.

- 6.1** City staff and the public are encouraged to nominate specific trees for inclusion in the LTP by completing a nomination form. Electronic nomination forms are available on the City's website or can be obtained from the City Clerk.

The nomination form requires a submitted photo of the tree. Information shall include the following: name of parcel owner; address; email address, if applicable; specimen; location map or illustration; reason(s) why tree(s) should be preserved. All nominations shall be submitted to the Tree Advisory Group for a recommendation. The recommendation is then forwarded to the City Council for consideration and/or adoption.

- 6.2** A listed landmark tree will be recorded by the City of Ukiah, identified on a map with location and description (i.e. Google Earth) and added to the City's website.

- 6.3** Partners from Mendocino ReLeaf and/or Tree Advisory Group will provide an annual docent led walking tour and/or provide a self-guided brochure for interested parties.

- 6.4** Staff will provide notification of the LTP activity by mailing an announcement of the annual walking tour. Notification will occur at least a month prior to the tour (*i.e. City of Ukiah Recreation Guide*, monthly utility bill)

- 6.5** An annual press release to local media about the purpose of the program, number of participants, location of the tree (with participant's permission), species and a website link for recruiting future participants.

7.0 PROTECTION

All participants including the City, a business or homeowner enrolled in the program agree to maintain and care for their tree responsibly and will receive a letter of acceptance. Suggestions for healthy tree care are outlined in the Tree Management Guidelines and may be obtained electronically.

Person or persons shall be prohibited from damaging a landmark tree through excessive watering or pruning or root compaction/destruction. Extra care shall be employed to protect landmark trees during construction (see the Tree Management Guidelines, Section 3.0).

All requests for tree removal or withdrawing from the LTP shall be in writing and submitted to the City Council and thereby forwarded to the Tree Advisory Group which will then forward a written recommendation to the City Council.

A ten (10) day noticing period of the item appearing on the City Council's agenda is required. The placement of the notice will be posted at the nearest public boundary line located closest to the tree(s).

Circumstances not requiring City Council approval for tree removal are as follows:

- 1) due to emergency situations and/or
- 2) traffic visibility obstructions and/or
- 3) public utility damage and/or
- 4) damage to the building foundation.

9.0 SUMMARY

The City of Ukiah intends that the guidelines and procedures of the Landmark Tree Program shall remain in effect, however, they are subject to change based upon arboricultural standards, community input and staff recommendations. Suggestions for changes to this document must be submitted in writing to the City Manager or designee. Changes will then be discussed with community partners and staff with recommendations and forwarded to the City Council for approval.

10.0 ADDITIONAL RESOURCES

Additional City and other tree-related documents that incorporate tree guidelines are available electronically through the Intranet/Internet. These documents are:

- Municipal Code Article 2, Chapter 5, Number 5420 Street Tree Policy, Purpose and Intent (Ordinance 869, adopted 1987)
- Community Forest Management Plan
- Tree Protection and Enhancement Policy
- Tree Planting and Maintenance Recommendations
- Master Tree List, 2012
- Tree Management Guidelines, 2010
- Integrated Pest Management Plan, Community Service Department
- Creek Maintenance Policies & Procedures, 2009
- Downtown Zoning Code Landmark Tree Program and Preservation Tree List, 2012
- General Plan, Open Space and Conservation Element, adopted 12/6/1995; amended 6/16/2004
- Landscaping and Streetscape Design Guidelines
- Commercial Development Design Guidelines
- International Society of Arboricultural Best Management Practices (ISA BMP): *Managing Trees During Construction; Tree Pruning; Integrated Pest Management; Tree Support Systems; Utility Pruning of Trees; Tree and Shrub Fertilization; Tree Planting; Tree Inventories; Integrated Vegetation Management*
- American National Standards Institute (ANSI): *Construction Management Standards*
- Mendocino County ReLeaf Tree Care Guide
- Hillside Ordinance 9135

Landmark Tree Program (LTP)

Landmark Tree Program Listings

Public Property

- Valley Oak, *Quercus lobata*, [#1], Observatory Park
- Redwoods, *Sequoia semper virens*, [#9], City Hall and Clay St (historic Campfire Girls beautification project in 1930s)
- Valley Oak, *Quercus lobata*, [#1], City Hall, 300 Seminary Ave
- Valley Oak, *Quercus lobata*, [#1], Hudson Carpenter Park, N Main St
- White Oak, *Quercus*, [#1], Todd Grove Park, northwest end between stage and picnic tables
- American Persimmon grove, *Diospyros virginiana*, Carpenter Hudson park, S Main St

Private Property

- Black Oak, *Quercus kelloggii*, [#1], 1033 W Standley St
- Bay Laurel, *Umbellularia californica*, [#1], 304 Hortense St

Other Trees with Special Designations

Landmark Trees within DZC Boundary

Downtown Zoning Code Tree Landmark Tree List, Adopted by the City Council on August 1, 2012. These trees are subject to the rules and regulations detailed in the Downtown Zoning Code and not the guidelines and policies detailed in this document.

- Valley Oak, *Quercus lobata*, [#6], 225 E Perkins St
- Coast Redwood, *Sequoia sempervirens*, [#4], 410 E Perkins St
- Coast Redwood, *Sequoia sempervirens*, [#11], E Perkins St at Pear Tree Ctr
- Lebanon Cedar, *Cedrus libani*, [#2], E Perkins St at Pear Tree Ctr
- Valley Oak, *Quercus lobata*, [#2], 324 N Main St
- Valley Oak, *Quercus lobata*, [#1], 320 Main St
- Coast Redwood, *Sequoia sempervirens*, [#1], 220 Mason St
- Coast Redwood, *Sequoia sempervirens*, [#1], 100 block of Norton St,
- Canyon Live Oak, *Quercus chrysolepis*, [#1], 400 block N School St, east side in parking lot
- Coast Redwood, *Sequoia sempervirens*, [#1], 400 block N School St, eastside in parking lot
- Valley Oak, *Quercus lobata*, [#2], 400 block N School St parking lot, eastside in parking lot
- Interior Live Oak, *Quercus wislizeni*, [#2], 400 block N School, east side in parking lot
- Coast Redwood, *Sequoia sempervirens*, [#6], @ 216 W Henry St, (Foundation for Medical Society)
- Cork Oak, *Quercus suber*, [#1], 107 S Oak St, (Saturday Afternoon Club)
- Coast Redwood, *Sequoia sempervirens*, [#2], 107 S Oak St (Saturday Afternoon Club)
- Coast Redwood, *Sequoia sempervirens*, [#1], 108 S Oak St
- Coast Redwood, *Sequoia sempervirens*, [#2], 265 Clay St
- Riparian trees within the Gibson Creek corridor; [#], Perkins St to Leslie St (includes: Willows, *salix* varieties; Cottonwoods; Black Walnut; Interior Live Oak, *Quercus wislizeni*, Black Oak; Valley Oak, *Quercus lobata*)
- Dawn Redwood, *Metasequoia glyptostroboides*, [#2], Corner of Standley and School St, in front of courthouse
- Oak, *Quercus*, [#1], N State St, in front of courthouse
- Tulip Magnolia, *Magnolia soulangiana*, [#2], N State St, southeast corner in front of courthouse
- Southern Magnolia, *Magnolia grandiflora*, [#2], N State St, in front of courthouse

Property Owner Consent

Property Owner Name

Address

City, State Zip

Home Phone

Email

I hereby authorize the City of Ukiah and/or their agents the right to enter onto my property to view a tree being submitted for nomination. I hereby give my consent to allow the public the opportunity to view the nominated tree on my property from the public street right-of-way if Landmark Tree status is obtained.

Property Owner Signature

Date

Submit Completed Nomination

City of Ukiah
Community Services Department
411 West Clay Street
Ukiah, California 95482
Attention: Landmark Tree Program

(707) 463-6231

Benefits

- ✦ Certificate of Recognition presented to owner
- ✦ Landmark Tree designation for the life of the tree
- ✦ Well maintained trees add to property value
- ✦ Trees provide shade and can reduce cooling and heating bills

Check List

- ✦ Nomination form
- ✦ Site map of tree location
- ✦ Picture of the tree(s)
- ✦ Brochures, newspaper clippings, or other supportive documentation
- ✦ Historical data or other significant information related to the tree
- ✦ Property owner consent



Landmark Tree Program



(707) 463-6231
www.cityofukiah.com

City of Ukiah



Tree Advisory Group

Landmark Tree Program

The Landmark Tree Program was created by the Tree Advisory Group of the City of Ukiah to identify remarkable trees within Ukiah.

The program accepts trees that are outstanding specimens; are the largest or oldest in the city; have historic interest; have distinctive form or aesthetic appeal; have environmental value.

The Landmark Tree Program includes specific trees within the city limits on public property but also extends to private property for owners who wish to participate on a voluntary basis.

Nomination Form

TREE LOCATION

Please include map of property and photo

COMMON NAME OF TREE

TREE CATEGORY ☐ Specimen ☐ Size/Age ☐ Historic Interest ☐ Aesthetic Appeal ☐ Environmental Value

Pick all that apply. If other, please explain.

Nominator

Date Submitted

Address

Home Phone

Cell Phone

Email

Tree Owner Name

(if different than nominator)

Address

Home Phone

Cell Phone

Email

Significance of Tree/Grove

Highlight and justify the specific reason(s) you think the tree is significant. Include any documents like newspaper clippings, brochures or other historical documentation.

CERTIFICATE OF RECOGNITION

The City of Ukiah
hereby presents this certificate to

NAME

For (name of tree)
Selected as a 201X Ukiah Landmark Tree

XXXXXX
Mayor

Linda Sanders
Tree Advisory Group Coordinator



ATTACHMENT 2

BID RESULTS - Spec. No. 19-04 - Electric Utility Line Tree Trimming at Various Locations

City of Ukiah							
Bid Opening: 05/16/2019				Family Tree Service, Inc.		West Coast Arborists, Inc.	
				41701 North Highway 101 Laytonville, CA 95454		2200 E Via Burton St Anaheim, CA 92806	
Tree Trimming							
<i>Item #</i>	<i>Item Description</i>	<i>QTY</i>	<i>UOM</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
1	TREE TRIMMING, INCLUDING ALL LABOR AND EQUIPMENT, FOR AN HOURLY RATE PER CREW MEMBER (MINIMUM THREE (3) PERSON CREW) .	1	HR	\$90.00	\$90.00	\$450.00	\$450.00
Bid							
Total Bid Amount							
Listed Subs				N/A		N/A	

James
mm 5/11/19
Family Tree Service

CONTRACTOR QUALIFICATION STATEMENT

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

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

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

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

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.

Contractor must complete all portions of this statement before proposal will be considered. The following statements as to experience, equipment, personnel and general qualifications as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed and included in the proposal evaluation.

1. Name and address of principal business office from which contract will be administered:

Family Tree Service, Inc.

PO Box 1325 41701 North Highway 101

Laytonville CA 95454

Telephone: 707 984 6629

2. The Contractor must have been engaged in energized electric power line clearance contract business, under the present business name, for a minimum of three (3) consecutive years.

yes

3. The Contractor has never failed to satisfactorily perform a Contract awarded to him except as follows:

N/A

4. The Contractor must have satisfactorily completed or currently be engaged in two (2) tree line clearance contracts within the last five (5) years.

a. Location and for whom performed: Pacific Gas & Electric
Mendocino, Humboldt, Lake & Sonoma County

Year: 2003- Current

Telephone: 707 2733382

Contact Person: Eric Haggerty, Program Manager

Total number of trees pruned: Approximately 74,000

Contract amount: \$ 12 million

b. Location and for whom performed: Northwest Power Management
Humboldt County, Kekawaka Circuit

Year: 2014-Current Telephone: 707 223 2127

Contact Person: Steve Moroni

Total number of trees pruned: 150

Contract amount: \$ 11,000

c. Location and for whom performed: Cherry Creek Ranch Subdivision
Cherry Creek Ranch Laytonville

Year: 2017-Current Telephone: 707 621 3214

Contact Person: Lyn Talkousky

Total number of trees pruned: 90

Contract amount: \$ 8,800

5. Contractor must list equipment owned, and which is definitely available for use on proposed work as required.

QUANTITY	NAME, TYPE, MODEL, YEAR	CONDITION	LOCATION
See	Attached Spreadsheet of EQUIPMENT AVAILABLE		

(USE EXTRA SHEETS IF NECESSARY.)

a. Supply copies of certificates for Supervisors, Foreman and Trimmers.

provided upon
award

b. Boom Certificates and Dialectic Test.

provided upon
Award

BIDDING SCHEDULE

DESCRIPTION	UNIT PRICE BID
Tree Trimming, including all labor and equipment, for an hourly rate <u>per crew member</u> (minimum three (3) person crew), for all hours worked on working and non-working days.	\$ <u>90.00</u> (Per Hour)

The undersigned, as bidder, declares that he has examined thoroughly the entire contract documents herein contained, and that this bid 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 proposes and agrees, if this bid is accepted, that he will contract with the City of Ukiah, Mendocino County, California, in the form of a copy of the agreement herein contained to provide all necessary machinery, tools, apparatus, and other means of performance, to furnish all material; to provide all superintendence, overhead expenses, and all labor and expenses of whatever nature necessary for tree trimming at various locations for the City of Ukiah, in conformity with the specifications and other contract provisions herein, or reasonably implied thereby 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 Director of the Electric Department.

We, the undersigned, further agree, if this bid shall be accepted, to furnish the required Proof of Insurance within ten (10) working days after written notice that the bid has been accepted, and if the undersigned shall fail to contract, as aforesaid, it shall be understood that he has abandoned the contract, and that, therefore, this bid shall be null and void.

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

The undersigned declares they are familiar with these specifications for tree trimming and has carefully read the requirements, checked all of the figures, and accepts full responsibility for any error or omission.

Submitted by, (check one)

☐ Individual Owner ☐ Partnership ☒ Corporation ☐ Other

Legal Name of Contractor: Family Tree Service, Inc.

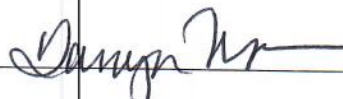
Address of Contractor: PO Box 1325 41701 North Highway 101 Laytonville CA

Contractor License No.: 640013 Expiration Date: 2/29/20 Tax ID#: 41-2075122 95454

Department of Industrial Relations Public Works Registration #: 1000031508

Phone Number: 707 984 6629 Fax Number: 707 984 8246

By: Tanya Musgrave Print or Type Name,
(Title) Director, Business Operations

 (Signature)

Date: 5/11/19



Contractor's License Detail for License # 640013

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 5/14/2019 3:48:53 PM

Business Information

FAMILY TREE SERVICE INC
P O BOX 1325
LAYTONVILLE, CA 95454
Business Phone Number:(707) 984-6629

Entity Corporation
Issue Date 03/18/1992
Reissue Date 02/27/2004
Expire Date **02/29/2020**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D49 - TREE SERVICE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.

Bond Number: 5101594

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual GREGORY JAMES MUSGRAVE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 02/27/2004

Workers' Compensation

This license has workers compensation insurance with the REDWOOD FIRE AND CASUALTY INSURANCE CO

Policy Number:FAWC910952

Effective Date: 12/31/2018

Expire Date: 12/31/2019

Workers' Compensation History

Miscellaneous Information

Contractor Information

Legal Entity Name

GREG MUSGRAVE

Legal Entity Type

Corporation

Status

Active

Registration Number

1000031508

Registration effective date

06/14/18

Registration expiration date

06/30/19

Mailing Address

P.O. BOX 1325 LAYTONVILLE 95454 CA United S...

Physical Address

41701 HWY 101 LAYTONVILLE 95454 CA United...

Email Address

musgravefts@hughes.net

Trade Name/DBA

FAMILY TREE SERVICE INC.

License Number(s)

CSLB:640013

Registration History

Effective Date

Expiration Date

06/14/18

06/30/19

06/13/17

06/30/18

05/26/16

06/30/17

11/02/15

06/30/16

Legal Entity Information

Corporation Number: C2485438

Federal Employment

Identification Number:

President Name: GREG MUSGRAVE

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agent of Service Name:

Agent of Service Maili... CA United States of America

Worker's Compensation

Do you lease
employees through
Professional Employer
Organization (PEO)?:
Please provide your
current worker's
compensation
insurance information
below:

PEO Information	PEO Name	PEO Phone	PEO Email
-----------------	-------------	--------------	--------------

Insured by Carrier	
Policy Holder Name:	FAMILY TREE SERVICE INC.
Insurance Carrier:	CYPRESS INSURANCE COMPANY
Policy Number:	FAWC7069225
Inception date:	12/31/17
Expiration Date:	12/31/18

Fact Sheet



Family Tree Service, Inc.

EIN Number (Employer Identification Number) 41-2075122

Contractor License Number 640013 class C61/D49 Expires 2/28/20

TCIA accreditation # CA-U02 expires 8/1/2019

ISA Member 83427 Expires 12/31/19

ISNET # 400-231237 Grade A

Licensed Timber Operator # A11612 Expires: 12/31/19

DIR (Dept. of Industrial Relations) Number 1000031508 Expires 6/30/19

Bonded through Suretec Indemnity Co Bond # 5101594 \$15,000

Workers Compensation Insurance Policy Number FAWC910952 Expires 12/31/19

CalStars Vendor # V000050412-00

NCAIS number 561730 Landscaping Services

SIC number 0783 Ornamental Shrub and Tree Service

DUNS # 92-688-0246

Annual Revenue \$13+M

Number of employees 95

Insurance:

DiBuduo & DeFendis Insurance Brokers, LLC

100 Cross Street, Suite 104, San Luis Obispo, CA 93401

Phone: (805) 593-1400 Fax: (805) 593-1401

Redwood Fire & Casualty Insurance Company, Workers Compensation policy number FAWC910952 expires 12/31/19

Hubb International Insurance Brokers, LLC

Nova Casualty Company, Commercial General Liability policy number: ARBML1000042330 expires 4/20/20

Nova Casualty Company, Automobile Liability policy number ARBML1000042300 expires 4/20/20

Nova Casualty Company, Umbrella Liability policy number ARBUM1000020300 expires 4/20/20

Lloyds of London, Loggers Broadform Insurance LSGL1041 expires 4/4/20

Banking Reference:

Savings Bank of Mendocino acct 12000181

<https://www.savingsbank.com/>

Mailing Address: PO Box 3600, Ukiah, CA 95482

Physical Address: 200 North School Street, Ukiah, CA 95482

Branch Manager: Donna Gradek Phone 707/462-6613

Acct 12000181

Trade References

Willits Power Equipment

1600 South Main, Willits, CA 95490

Phone 707/459-6420 Fax 707/459-6369

Account 1009

WesSpur Tree & Equipment

2121 Iron Street, Bellingham, WA

Phone 800/268-2141 Fax 360/733-6311

Account C-245537

Quill Office Products

PO Box 37600, Philadelphia, PA 19101

Phone 800/789-8965 Fax 800/789-8955

Account C-6282784

Mailing Address: PO Box 1325 Laytonville, CA 95454

Physical Address: 41701 North Highways 101, Laytonville, CA 95454

Business Office: 1155 S. Main Street, Willits, CA 95490

www.familytree-service.com

Main office phone: 707/984-6629 Main office fax: 707/984-8246

Accounting: Ray Perez (AR/AP)

Phone: 707/984-6629

Email address: acctingfts@gmail.com

President/ Owner: Greg Musgrave

Phone: 707/489-1989

Email: gregoryjmusgrave@gmail.com

Safety Manager: Jordan Laughlin

Phone: 707/489-1938

Email address: ftslaughlin@yahoo.com

Business Development: Tanya Musgrave

Phone: 707/272-8668

Email: tmusgravefts@gmail.com

Credit Accounts and Customer Reference information available upon request

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 May 11, 2019.

Signature of Bidder, with Business Address:

Danuph Mrs
PO Box 1325
41701 North Highway 101
Laytonville CA 95454

(The bidder shall execute the certification of this page at the time of submitting his bid.)

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
Family Tree Resource, Inc	1648457	1000063135	41701 North Hwy 101 PO Box 1501 Laytonville CA 95454	Tree Trimming Tree Removal

Fact Sheet



Family Tree Resource, Inc.

EIN Number (Employer Identification Number) 83-2556495
Contractor License Number: 1048457 Class: C61/D49 Expires: 12/31/21

- California Business Entity C4212117 effective 11/13/18
- TCIA accreditation # CA-U02 expires 8/1/2019
- ISA Member 280890 Expires 12/31/19
- ISNET # 400-852570 Grade A
- Licensed Timber Operator # A11612 Expires: 12/31/19
- DIR (Dept. of Industrial Relations) Number 1000063135 Expires 6/30/19
- Bonded through Suretec Indemnity Co Bond # 140260 \$15,000
- Workers Compensation Insurance Policy Number FAWC911546 Expires 12/31/19
- NCAIS number 561730 Landscaping Services , NCAIS number 115310 Forestry Support Activities
- SIC number 0783 Ornamental Shrub and Tree Service
- DUNS # 116934149

Annual Revenue \$1.8M

Number of employees 12

Insurance:

DiBuduo & DeFendis Insurance Brokers, LLC

100 Cross Street, Suite 104, San Luis Obispo, CA 93401

Phone: (805) 593-1400 Fax: (805) 593-1401

Commercial General Liability policy number: 51UUNOK7811 expires 1/01/20

Automobile Liability policy number 51UUNOK7811 expires 1/01/19

Umbrella Liability policy number 01000785110 expires 1/01/20

Excess Liability policy number 56000091700 expires 1/01/20

Loggers Broadform Insurance LSGL1041 expires 4/4/19

Banking Reference:

Savings Bank of Mendocino routing 12000181

<https://www.savingsbank.com/>

Mailing Address: PO Box 3600, Ukiah, CA 95482

Physical Address: 200 North School Street, Ukiah, CA 95482

Branch Manager: Donna Gradek Phone 707/462-6613

Acct 1685000

Trade References

Willits Power Equipment

1600 South Main, Willits, CA 95490

Phone 707/459-6420 Fax 707/459-6369

Account 1009

WesSpur Tree & Equipment

2121 Iron Street, Bellingham, WA

Phone 800/268-2141 Fax 360/733-6311

Account C-245537

Quill Office Products

PO Box 37600, Philadelphia, PA 19101

Phone 800/789-8965 Fax 800/789-8955

Account C-6282784

Mailing Address: PO Box 1501 Laytonville, CA 95454

Physical Address: 41701 North Highways 101, Laytonville, CA 95454

www.familytree-service.com

Main office phone: 707/272-8668

Main office fax: 707/984-8246

President: Tanya Musgrave

Phone: 707/272-8668

Email address: musgravefts@hughes.net

Vice President: Greg Musgrave

Phone: 707/489-1989

Email: gregoryjmusgrave@gmail.com

Safety Manager: Jordan Laughlin

Phone: 707/489-1938

Email address: ftslaughlin@yahoo.com

Business Development: Carlos Velarde

Phone: 707/512-0383

Email: tmusgravefts@gmail.com

Credit Accounts and Customer Reference information available upon request

CITY OF UKIAH
Mendocino County, California

AGREEMENT

ELECTRIC UTILITY LINE TREE TRIMMING AT VARIOUS LOCATIONS

THIS AGREEMENT, made this 11th day of May, 2019, by and between the City of

Ukiah, Mendocino County, California, hereinafter called the City
and

Family Tree Service, Inc.

hereinafter called the Contractor,

1. The Contractor hereby agrees with all the terms and conditions contained in the necessary taxes, insurance and bonds, and to furnish all of the labor, materials, tools, services, and incidentals necessary to complete, in a workmanlike manner, the work at the locations for the City of Ukiah, as per the bid submitted by the Contractor which is by reference.
2. The City hereby agrees to pay and the Contractor agrees to accept \$ 90.00 per hour /per employee based on a minimum three person crew in consideration of the full and complete performance of the work in accordance with the bid of the Contractor.
 - 2.1 Rate shall be firm for the entire term of contract.
 - 2.2 Based on notice from City of the annual budget for tree trimming services under this Contract, Contractor shall monitor the hours of work performed during the course of each fiscal year and notify the City, when the amount billed or billable under the contract in that fiscal year equals 85% of the amount budgeted for that year. Contractor shall not incur additional costs or perform additional billable hours prior to receiving instructions from the City and shall not be entitled to payment for services in excess of the amount budgeted by the City for contract services in that fiscal year without prior written approval from the City.
 - 2.3 Payments may be withheld on account of (1) defective work not remedied; (2) claims filed by third parties; (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment; (4) the unpaid balance of the contract sum; (5) damage to that City or another contractor; (6) reasonable evidence that the work will not be completed within the contract time and that the unpaid balance would not be adequate to cover actual or liquidated damage for the anticipated delay, or (7) persistent failure to carry out the work in accordance with the Contractor Documents.
 - 2.4 Final payment shall not become due until ten (10) working days after the City accepts the work completed and the Contractor has delivered to the City a complete release of all liens arising out of this contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien, including all cost and reasonable attorney fees.
 - 2.5 Acceptance of final payment by the Contractor, shall constitute a release and waiver of any claims for additional compensation by the Contractor, except for claims submitted in writing by the Contractor prior to final payment which remain unsettled at the time of final application for payment.
3. Term of Agreement. Contractor shall commence performance of services as required upon receipt of a Notice to Proceed from the City. This agreement shall be in effect for three (3) years from the date it is fully executed.
4. Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Contractor for services provided under this Agreement; or 3)

3 man crew =
\$ 270.00/per hour

Dan M
Family Tree
5/11/19

- City has abandoned and does not wish to complete the work for which Contractor was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Contractor. City shall pay the Contractor only for services performed and expenses incurred as of the effective termination date. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to offset for any direct or consequential damages City may incur as a result of Contractor's breach of contract.
5. Any alteration or deviation from the original plans and/or specifications, whether involving extra cost of materials or labor or not, and any extra work necessitated by unusual conditions will be executed only upon written change order designated by City's agent for same, and will become an extra charge or credit only when approved in writing by all parties hereto or their authorized agents.
 - 5.1 If the Contractor is delayed at any time in progress of the work by changes ordered in the work, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which reasonably justifies delay, then the contract time may be extended by a change order for a reasonable time.
 6. Before Contractor performs any work or delivers any materials to worksite(s), he shall furnish to the City certificates of insurance covering full liability under Worker's Compensation laws of the State of California, and Comprehensive General Liability Insurance (Broad form/CSL) and fire insurance of \$2,000,000 naming the City as additional insured, and shall be maintained in force until the work is completed. All work covered by this Agreement done at the worksite(s) or in preparing or delivering materials to said worksite(s) shall be at the risk of the Contractor alone. Contractor agrees to indemnify and hold harmless the City against any claims, actions or demands against them, or any of them, against any damages, liabilities or expenses, including attorney fees, the personal injury or death or for loss or damage to property, or any or all of them, arising out of or in any way connected with the performance of the agreement by Contractor.
 7. The Contractor shall not, without written consent of the City, assign, transfer nor sublet any portion or part of this work, nor assign any payments to others, but will furnish all labor, materials and equipment necessary for performance of this agreement.
 8. Contractor shall at all times indemnify and save City harmless against all liability for claims and liens for labor performed or materials used or furnished to be used on the job in connection with Contractor's performance hereof, including any costs and expenses for attorney fees and all incidental or consequential damages resulting to City from such claims. Further, in case suit or such claim is brought, Contractor shall defend said suit at his own cost and expense, and will pay and satisfy any such liens or judgment as may be established by decision of a court in said suit and further hold harmless the City from any personal liability thereon.
 9. Contractor shall, at his sole cost and expense, and without increase in the compensation to Contractor, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; obtain all necessary permits and licenses therefore; pay all manufacturers, sales use, processing, Federal and State taxes; insurance and contributions for social security, unemployment and employee benefits required by labor agreements which are incurred by the Contractor whether levied under existing or subsequently enacted laws, rules or regulations. Including but not limited to the following:
 - 9.1 Eight (8) hours per day constitutes a legal day's work for Contractor's or Subcontractor's employee. Employees of Contractor shall be permitted to work in excess of 8 hours per day and 40 hours during any one week upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay. The Contractor shall pay a penalty to the City for violations of these Labor Code provisions according to Labor Code Section 1813.
 - 9.2 The Contractor shall pay not less than the general prevailing rate of per diem wages as required by Labor Code Sections 1770, 1771, and 1773.2, and shall pay a penalty to the City in accordance with Section 1775.
 - 9.3 The Contractor shall keep accurate payroll records which are available for inspection in accordance with Labor Code Section 1776.
 10. Contractor shall effectively secure and protect the work to be done hereunder and assume full responsibility for the condition thereof until final acceptance by City. Contractor shall be liable for any loss or final

- acceptance by City. Contractor shall be liable for any loss or damage to any work in place, or to any person, materials, or equipment of the worksite(s) caused by him, his agents, employees or guests.
11. In the event action is instituted for the enforcement of any term or condition of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees in said suit, in addition to costs and reasonable expenses incurred in the prosecution of said suit.
 12. If the Contractor shall neglect to prosecute the work properly, or fail to perform any provisions of this contract, the City may, after three days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due to the Contractor.
 13. Contractor guarantees all equipment, material, supplies, and work furnished on the job against defective construction or workmanship for a period of one year following completion of the project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by their suppliers or manufacturers.
 14. Contractor will conform to applicable California Administrative Code Title 8 and regulations, also ANSI, Z133 for Tree Care Operations.
 15. Contractor will keep a tree trimming report and time card of each tree trimmed. See Exhibit C. These reports and time cards will be submitted to the City of Ukiah on a weekly basis. Contractor will submit pay applications on a fifteen (15) working day schedule.
 16. That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.
 - a. Notice to Bidders
 - b. Contractor Qualification Statement
 - c. Specifications
 - d. Bidding Schedule
 - e. Worker's Compensation Certificate
 - f. List of Proposed Subcontractors
 - g. Exhibit A (Indemnification)
 - h. Exhibit B (Insurance Requirement for Contractors)
 - i. Exhibit C (Time Card for Contract Work)
 - j. Exhibit D (City of Ukiah Tree Management Guidelines)
 - k. Exhibit E (Land Mark Tree Program Guidelines and Policies)

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 _____, 2019.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____ CITY
MANAGER, CITY OF UKIAH

Attest: _____ CITY CLERK,
CITY OF UKIAH

By: *Danji Mro* CONTRACTOR

Attest: _____

Title: Director, Business Operations

The foregoing contract is approved as to form and legality this _____ day of _____, 2019.

CITY ATTORNEY, CITY OF UKIAH

EXHIBIT "A"

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on May 11th, 2019, by and between the City of Ukiah (Ukiah) and Family Tree Service, Inc (Contractor).

Contractor is

Family Tree Service, Inc

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: Danyn M., Family Tree Service, Inc.

TITLE: Director, Business Operations

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorger@cityofukiah.com



SPEC. 19-04 – ELECTRIC UTILITY LINE TREE TRIMMING AT VARIOUS LOCATIONS

Addendum No. 1

May 1, 2019

The following is Addendum No. 1 to SPEC. NO. 19-04 – Electric Utility Line Tree Trimming at Various Locations.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

I. Clarifications and Changes:

1. Page 27 of the Specification, Item 6. - \$2,000.000 is corrected to read as \$2,000,000.
2. The following are changes that have been requested by a Contractor, and the City's corresponding responses to the request:
 - Specs §1.09. A.1 – Delete "11 85" on line 2 for version date of the insurance forms. It is 30+ years old, not authorized by the CA Insurance Dept. and not available.

City response: Will not be changing this language. The agreement clearly states "coverage at least as broad as," so if the more recent ISO form has coverage at least as broad as the 85/89 forms, you would be good to go.
 - Specs §1.09. A.2 – Delete "(Ed. 1/87)" on line 2 for version date of the insurance forms. It is 30+ years old, not authorized by the CA Insurance Dept. and not available.

City response: Will not be changing this language. The agreement clearly states "coverage at least as broad as," so if the more recent ISO form has coverage at least as broad as the 85/89 forms, you will be good to go.
 - Specs §1.09.C – Delete. Replace with "Contractor shall be solely liable for any deductible or self-insured retention under the insurance."

City response: Will not be changing this language. The City is very reasonable in our review of deductibles, and should have the authority to approve or disapprove it.
 - Bidding ¶3 – Change from sole negligence to comparative negligence.
Change "arising out of or in connection with" to "to the proportionate extent such claim is caused by" on line 4.

Delete "*sole active*" on line 6.

Insert "*to the proportionate extent*" before "*arising from*" on line 10.

City response: Will not be changing this language.

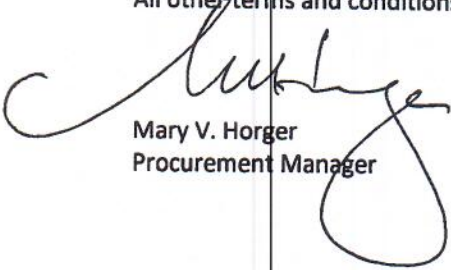
- Agreement §6 – Change from sole negligence to comparative negligence. Change "*arising out of or in any way connected with the*" to "*to the proportionate extent such is caused by the negligent*" on line 9.

City response: Will not be changing this language.

- Exhibit A §1 – Change from sole negligence to comparative negligence. Change "*which arises out of*" to "*to the proportionate extent such is caused by*" on line 3.

City response: Will not be changing this language.

All other terms and conditions remain in full force and effect.



Mary V. Horger
Procurement Manager

BIDDERS CHECKLIST

- ✓ 1. Complete and execute Contractor Qualification Statement (page 5, 6 & 7) and attach ✓ ✓ ✓
copies of all certification and CPR Cards for employees, and Equipment Certificates.
- ✓ 2. Complete and execute Bidding Schedule which includes Proposal, Contractor
License, Public Works Registration Number, and Federal Tax ID number. (Page 22 &
23)
- ✓ 3. Complete and execute Worker's Compensation Certificate (Page 24).
- ✓ 4. Complete and execute the List of Proposed Subcontractors (Page 25)
- ✓ 4. Complete the Agreement (page 26) and execute Agreement (page 28). Failure to
execute the Agreement will be deemed a non-responsive proposal.
- ✓ 5. Complete and execute Indemnity Agreement (Page 29).
- ✓ 6. Addendum No. 1



Date: July 9, 2019
To: Family Tree Service, Inc. and West Coast Arborists, Inc.
Cc: Kristine Lawler, City Clerk, Mel Grandi, Director of Electric Utility and Mary Horger, Procurement Manager
From: Mary Williamson, Buyer II
Subject: Recommending Rejection of All Bids Received for Specification 19-04 – Electric Utility Tree Trimming at Various Locations

Thank you for submitting a bid for the subject project.

This is to inform you that City Staff will be recommending to the City Council at their July 17, 2019 Council meeting to reject all bids received for Specification 19-04 – Electric Utility Tree Trimming at Various Locations. The rejection is based on the bids coming in much higher than the previous price paid and exceeded the Engineers Estimate. Staff will be moving forward with rebidding the project once the formal rejection of the bids is approved.

Please do not hesitate to contact me at (707) 467-5777 or at mwilliamson@cityofukiah.com if you have any questions.

ATTACHMENT 5



Mailing Address: PO Box 1325 Laytonville, CA 95454 Main Office: 41701 North Highway 101 Laytonville
 FAX 707/984-8246 EMAIL musgravefts@hughes.net WEB SITE www.familytreeservice.com



Dear City of Ukiah,

Family Tree Service would like to formally protest the decision to reject the bid received for the Utility Line Clearance contract based on two reasons:

The sealed bid submitted by Family Tree was submitted with industry standard pricing equal to all other bids proposed by Family Tree to Utility, Commercial, Residential and Municipality customers. Our rates can be fact checked through our references provided and any other supporting documentation the City would need to validate the rates were not inflated. Our competitive rates are based on overhead costs including insurance requirements, licensing, equipment and prevailing wage requirements for certified payroll. Family Tree Employees are IBEW Union Local 1245 members with utility line clearance qualifications.

With the decision to reject the sealed bid pricing provided by Family Tree, the City has now exposed to the competing bidders and any other potential new bidders our pricing strategy which compromises the sealed bid objective to provide fair and equitable pricing without undermined bidding practices.

We feel that the decision to reject all bids—even though the bids included industry standard pricing—was based on the City's budget constraints and the need to fit a company in to a price range rather than consider the budget may not be equitable for the scope of the project.

We respectfully request the City of Ukiah Council Members honor the bid as submitted as the lowest fair market industry standard bid and award the contract to Family Tree Service, Inc.

Sincerely,

Tanya Musgrave

Family Tree Service, Inc.

President, Family Tree Resource, Inc.

707/272-8668

tmusgravefts@gmail.com



ISA International Society of Arboriculture

FTS follows ANSI, I.S.A., PG&E and Cal-Osha standards. We strive for customer satisfaction, public safety, and timely debris management with minimal impact to your daily life and property.





AGENDA SUMMARY REPORT

SUBJECT: Authorize City Manager to Execute Grant Agreement with the Federal Aviation Administration and Award of Bid for Spec. 19-11 - Runway 15-33 Pavement Rehabilitation Project, Contingent on Grant Offer to Rehabilitate the 75-foot Center Section of Runway 15-33 (Construction).

DEPARTMENT: Airport

PREPARED BY: Greg Owen

ATTACHMENTS:

[Attachment 1 - BID RESULTS - SPEC 19-11 - RUNWAY 15-33 PAVEMENT REHABILITATION PROJECT](#)

[Attachment 2 - Granite's Bid](#)

Summary: The City Council will consider authorizing the City Manager to execute grant agreement with the Federal Aviation Administration and award bid for Spec. 19-11 - Runway 15-33 Pavement Rehabilitation Project, contingent on grant offer to rehabilitate the 75-foot Center Section of Runway 15-33 (Construction), and approve corresponding budget amendment.

Background: The current project scope will be to rehabilitate to the 75-foot center section of runway 15-33 and rehabilitate the remaining pavement edges. The construction of new taxiway connector A2 will also be performed to comply with FAA standards; this construction will also include the demolition of Taxiways B.

RECOMMENDED ACTION: Authorize City Manager to execute grant agreement with the Federal Aviation Administration and award bid for Spec. 19-11 - Runway 15-33 Pavement Rehabilitation Project, contingent on grant offer to rehabilitate the 75-foot Center Section of Runway 15-33 (Construction), and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 77825200.80230.13044: \$1,260,000

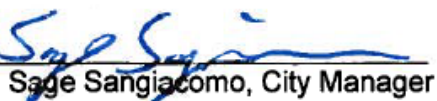
PROPOSED BUDGET AMOUNT: 77825200.80230.13044: Add additional \$2,165,624

FINANCING SOURCE: \$3,083,061.56 FAA Grant, \$150,000 CalTrans Grant, \$192,562.39 Fund 777 Airport Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager; David Rapport, City Attorney; Mead & Hunt - Engineering Firm

Approved: _____


Sage Sangiacomo, City Manager

The original runway paving at the Ukiah Municipal Airport was completed in 1942. In 1984, the runway and taxiways were repaved. A slurry seal project was completed in 1997 on the runway and taxiways. The current pavement has been in place for 35 years and has been showing signs of wear and a need for replacement.

Staff has been working with the FAA since 2008 to get the runway repaired. In 2009, a storm drain reconstruction project was completed to replace failing storm drains under the runway before replacement of the pavement could begin. The FAA also required that an update to the Airport Layout Plan be conducted prior to any runway design grant being started. In 2013, this process was started and in 2015, the Airport Layout Plan was completed. The FAA issued two grants to the airport in 2016, one of which was for a project that will provide an updated assessment of pavement conditions and allow development of a better maintenance plan to prolong the useful life of airport pavements. The second grant was a for Runway 15-33 Pavement Rehabilitation and Taxiway Realignment Design.

This project is critical to the operation and safety of the airport. Caltrans Division of Aeronautics conducts yearly inspections and, in 2018, classified runway 15-33's pavement in "poor condition". This year, Caltrans has inspected the runway pavement and believes the pavement has "further deteriorated." Caltrans urges the City to promptly address the pavement issues and to "start the runway project immediately."

Staff has grappled with the timing of this project, since the Airport is open every day year-round. Unfortunately, due to construction requirements and FAA funding of this project, the runway will need to be closed for several weeks during fire season, requiring Cal Fire to relocate during that time. Cal Fire air tankers will be relocated to the next closest bases, Santa Rosa and Chico, which are between 15-25 minutes away by air. Cal Fire supports this project, and Staff has been working with Cal Fire on the projected runway closures. Helicopter access will not be impacted by the project, even during construction. Staff will continue to work with the contractor to limit impacts to Cal Fire and other airport users.

Discussion: On June 13, 2019, bids were released for Specification 19-11 Runway 15-33 Pavement Rehabilitation Project, which consisted of sending Bid Notices to Builder's Exchanges and licensed Class A Contractors on the City's Qualified Bidder's list, sending an advertisement for publishing twice in the Ukiah Daily Journal, and posting the bid documents on the City's website.

Bids were publicly opened on July 10, 2019, receiving four (4) bids. Please refer to Attachment 1 for a copy of the bid results. The lowest responsive and responsible bidder is Granite Construction Company, with a bid amount of \$3,425,623.95. Please refer to Attachment 2 for a copy of Granite's Bid.

Staff is requesting that Council consider authorizing the City Manager to execute Grant Agreement with the Federal Aviation Administration (FAA) and award the bid to Granite Construction in the amount of \$3,425,623.95, contingent on grant offer to rehabilitate the 75-foot center section of runway 15-33, and rehabilitate the remaining pavement edges. The City will proceed with the awarded bid only if the FAA funds the grant. The construction of new taxiway connector A2 will also be performed to comply with FAA standards; this construction will also include the demolition of Taxiways B.

The FAA funding is 90% of the project cost, or \$3,083,061.56. A Caltrans grant match of 5%, or maximum amount of \$150,000 is also part of the funding strategy. (See Item 12c for additional information.) The balance of the funds, or \$192,562.39, will be funded from the Airport Fund.

Staff recommends the Council authorize the City Manager to execute the grant agreement with the Federal Aviation Administration and award bid for Spec. 19-11 - Runway 15-33 Pavement Rehabilitation Project, contingent on grant offer to rehabilitate the 75-foot Center Section of Runway 15-33 (Construction), and approve corresponding budget amendment.

ATTACHMENT 1

BID TABULATION - SPEC 19-11 - RUNWAY 15-33 PAVEMENT REHABILITATION PROJECT													
City of Ukiah													
Bid Opening:2019-07-10						Granite Construction Company		Argonaut Constructors		Ghilotti Construction Company, Inc.		Mercer-Fraser Company	
				1324 S State Street Ukiah, CA 95482		360 Sutton Place Santa Rosa, CA 95407		246 Ghilotti Avenue Santa Rosa, CA 95407		PO Box 1006 Eureka, CA 95502			
Base Bid													
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	AIRFIELD SAFETY AND TRAFFIC CONTROL	1	LS	\$40,500.00	\$40,500.00	\$75,000.00	\$75,000.00	\$319,000.00	\$319,000.00	\$150,000.00	\$150,000.00		
2	MOBILIZATION	1	LS	\$314,500.00	\$314,500.00	\$325,000.00	\$325,000.00	\$400,000.00	\$400,000.00	\$397,000.00	\$397,000.00		
3	CONSTRUCTION SURVEYS	1	LS	\$45,185.00	\$45,185.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$60,000.00	\$60,000.00		
4	IMPLEMENT BEST MANAGEMENT PRACTICES	1	LS	\$12,500.00	\$12,500.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$60,000.00	\$60,000.00		
5	PAVEMENT REMOVAL	900	SY	\$11.00	\$9,900.00	\$11.00	\$9,900.00	\$8.00	\$7,200.00	\$21.00	\$18,900.00		
6	JOINT AND CRACK REPAIR	26700	LF	\$4.82	\$128,694.00	\$4.82	\$128,694.00	\$4.82	\$128,694.00	\$1.75	\$46,725.00		
7	COLD MILLING, FULL DEPTH	36200	SY	\$5.00	\$181,000.00	\$6.60	\$238,920.00	\$8.00	\$289,600.00	\$8.00	\$289,600.00		
8	COLD MILLING, 4 INCH DEPTH	1200	SY	\$4.00	\$4,800.00	\$11.00	\$13,200.00	\$5.00	\$6,000.00	\$16.00	\$19,200.00		
9	RECYCLED SHOULDER BASE	140	CY	\$30.00	\$4,200.00	\$94.00	\$13,160.00	\$240.00	\$33,600.00	\$145.00	\$20,300.00		
10	SAWCUT ASPHALT CONCRETE PAVEMENT	9700	LF	\$1.27	\$12,319.00	\$2.00	\$19,400.00	\$0.25	\$2,425.00	\$3.00	\$29,100.00		
11	SURFACE PREPARATION	25500	SF	\$1.15	\$29,325.00	\$0.40	\$10,200.00	\$1.15	\$29,325.00	\$2.00	\$51,000.00		
12	HYDROSEEDING	1	AC	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00	\$5,300.00	\$5,300.00		
13	UNCLASSIFIED EXCAVATION	340	CY	\$32.00	\$10,880.00	\$250.00	\$85,000.00	\$60.00	\$20,400.00	\$140.00	\$47,600.00		
14	LIME-TREATED SUBGRADE	36900	SY	\$10.50	\$387,450.00	\$13.40	\$494,460.00	\$9.00	\$332,100.00	\$10.00	\$369,000.00		
15	CRUSHED AGGREGATE BASE COURSE	6530	CY	\$75.00	\$489,750.00	\$79.00	\$515,870.00	\$95.00	\$620,350.00	\$120.00	\$783,600.00		
16	ASPHALT SURFACE COURSE	10100	TN	\$126.00	\$1,272,600.00	\$140.00	\$1,414,000.00	\$132.00	\$1,333,200.00	\$166.00	\$1,676,600.00		
17	EMULSIFIED ASPHALT PRIME COAT	84	TN	\$1,125.00	\$94,500.00	\$950.00	\$79,800.00	\$950.00	\$79,800.00	\$775.00	\$65,100.00		
18	EMULSIFIED ASPHALT TACK COAT	12	TN	\$950.00	\$11,400.00	\$550.00	\$6,600.00	\$1,440.00	\$17,280.00	\$1,750.00	\$21,000.00		
19	EMULSIFIED ASPHALT SEAL COAT, P-608	45900	SY	\$2.25	\$103,275.00	\$2.25	\$103,275.00	\$2.25	\$103,275.00	\$3.70	\$169,830.00		
20	RUNWAY AND TAXIWAY MARKING, WHITE	26900	SF	\$1.75	\$47,075.00	\$2.50	\$67,250.00	\$1.75	\$47,075.00	\$1.75	\$47,075.00		
21	RUNWAY AND TAXIWAY MARKING, YELLOW	4800	SF	\$2.85	\$13,680.00	\$2.00	\$9,600.00	\$2.85	\$13,680.00	\$2.85	\$13,680.00		
22	RUNWAY AND TAXIWAY MARKING, BLACK	7400	SF	\$1.75	\$12,950.00	\$1.50	\$11,100.00	\$1.75	\$12,950.00	\$1.75	\$12,950.00		
23	REMOVE AND SALVAGE EXISTING LIGHT FIXTURES, (MIRL, MITL, MITHL) REMOVE EXISTING BASE CAN, TRANSFORMERS AND CONDUCTORS	12	EA	\$320.00	\$3,840.00	\$820.00	\$9,840.00	\$820.00	\$9,840.00	\$320.00	\$3,840.00		
24	REMOVE AND SALVAGE EXISTING LIGHT FIXTURES, (MIRL, MITL, MITHL) REMOVE EXISTING BASE CANS WITH BLANK COVER	14	EA	\$520.00	\$7,280.00	\$285.00	\$3,990.00	\$285.00	\$3,990.00	\$520.00	\$7,280.00		
25	REMOVE AND DEMOLISH EXISTING MITL, CAP EXISTING BASE CANS WITH BLANK COVER	15	EA	\$520.00	\$7,800.00	\$285.00	\$4,275.00	\$285.00	\$4,275.00	\$520.00	\$7,800.00		
26	REMOVE EXISTING ILLUMINATED SIGNS	2	EA	\$430.00	\$860.00	\$1,840.00	\$3,680.00	\$1,840.00	\$3,680.00	\$430.00	\$860.00		
27	REMOVE AND SALVAGE EXISTING REILS	1	LS	\$220.00	\$220.00	\$6,560.00	\$6,560.00	\$6,560.00	\$6,560.00	\$220.00	\$220.00		
28	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BLANK OR CONDUIT	3450	LF	\$4.03	\$13,903.50	\$4.00	\$13,800.00	\$4.00	\$13,800.00	\$4.03	\$13,903.50		
29	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INSTALLED ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND	300	LF	\$3.66	\$1,098.00	\$8.15	\$2,445.00	\$8.15	\$2,445.00	\$3.66	\$1,098.00		
30	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING GROUND RODS/CONNECTIONS/TERMINATIONS	520	LF	\$3.66	\$1,903.20	\$12.70	\$6,604.00	\$12.70	\$6,604.00	\$3.66	\$1,903.20		
31	CONCRETE ENCASED ELECTRICAL DUCT BANK, 2-WAY 2-INCH	125	LF	\$39.20	\$4,900.00	\$100.00	\$12,500.00	\$100.00	\$12,500.00	\$39.20	\$4,900.00		
32	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-INCH	875	LF	\$27.63	\$24,176.25	\$38.50	\$33,687.50	\$38.50	\$33,687.50	\$27.63	\$24,176.25		
33	CONCRETE ENCASED ELECTRICAL DUCT BANK, 1-WAY 2-INCH	175	LF	\$44.40	\$7,770.00	\$80.00	\$14,000.00	\$80.00	\$14,000.00	\$44.40	\$7,770.00		
34	ELECTRICAL JUNCTION STRUCTURE, L-868, SIZE D	4	EA	\$1,780.00	\$7,120.00	\$1,625.00	\$6,500.00	\$1,625.00	\$6,500.00	\$1,780.00	\$7,120.00		
35	ELECTRICAL PULLBOX, SIZE 1 (24 INCH X 36 INCH X 30 INCH), SPRING LOADED LID	2	EA	\$4,560.00	\$9,120.00	\$14,500.00	\$29,000.00	\$14,500.00	\$29,000.00	\$4,560.00	\$9,120.00		
36	RELOCATE EXISTING L-861E ELEVATED THRESHOLD LIGHT AND TRANSFORMER ASSEMBLY TO NEW L-867 BASE CAN	8	EA	\$2,580.00	\$20,640.00	\$1,580.00	\$12,640.00	\$1,580.00	\$12,640.00	\$2,580.00	\$20,640.00		
37	RELOCATE EXISTING L-861 ELEVATED RUNWAY EDGE LIGHT AND BASE CAN, COMPLETE	4	EA	\$2,580.00	\$10,320.00	\$1,540.00	\$6,160.00	\$1,540.00	\$6,160.00	\$2,580.00	\$10,320.00		
38	L-861T MEDIUM INTENSITY ELEVATED TAXIWAY EDGE LIGHT AND BASE CAN, COMPLETE	21	EA	\$2,890.00	\$60,690.00	\$1,850.00	\$38,850.00	\$1,850.00	\$38,850.00	\$2,890.00	\$60,690.00		
39	L-858 SIGN SIZE 1, 2 MODULE ON NEW BASE	1	EA	\$5,850.00	\$5,850.00	\$9,730.00	\$9,730.00	\$9,730.00	\$9,730.00	\$5,850.00	\$5,850.00		
40	L-858 SIGN SIZE 1, 3 MODULE ON NEW BASE	1	EA	\$6,650.00	\$6,650.00	\$7,975.00	\$7,975.00	\$7,975.00	\$7,975.00	\$6,650.00	\$6,650.00		
Total Bid					\$3,425,623.95		\$3,916,165.50		\$4,158,690.50		\$4,547,700.95		
Listed Subs				American Road Maintenance Emulsified Asphalt Seal Coat		ABSL Construction Cold Milling		American Road Maintenance Emulsified Asphalt Seal Coat		Apply-A-Line Surface Prep & Striping			
				Apply-A-Line Pavement Surface Prep and Runway/Taxiway Markings		American Road Maintenance Slurry Seal		Austin Enterprise 13421 Snow Rd Bakersfield, CA 93314 Joint & Crack Repair		Pavement Recycling Systems Lime Treated Sub-grade			
				Austin Enterprise 13421 Snow Rd Bakersfield, CA 93314 Joint and Crack Repair Saw Cut		Austin Enterprise 13421 Snow Rd Bakersfield, CA 93314 Crack Seal		Pacific Northwest Oil Emulsified Prime and Tack Coat		Spencer Electric Electrical Work			
				Griffin Soil Lime Treat & Milling		Chrisp Company Striping		Pavement Recycling Systems Asphalt Grinding Lime Treated Sub-grade					
				Pacific Northwest Oil Emulsified Asphalt Prime and Tack Coats		Pacific Northwest Oil Prime and Tack Oil		St. Francis Electric Electrical					
				Spencer Electric Electrical Items 23-40		St. Francis Electric Electric							

ATTACHMENT 2

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 1
SPECIFICATION NO. 19-11
FAA AIP NO. 3-03-0268-027-0219

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



SIGNED JUNE 7, 2019

Bids Open: July 10, 2019
2:00 p.m.
Office of City Clerk

Pre-bid Meeting: July 3, 2019 at 10:00 a.m.

BID SUBMITTAL CHECKLIST

- X Proposal Form
- X Bidding Schedule (with amounts written in both figures and words)
- X Acknowledgment of receipt of addendum (at end of bid schedule)
- Check the City website for any addenda issued: www.cityofukiah.com/purchasing
- X Fair Employment Practices Certification
- X Worker's Compensation Certificate
- X Certification of Nondiscrimination in Employment
- X List of Subcontractors
- X Statement of Experience
- X Signature of Bidder page
- X Bidder's Bond
- X Non-Collusion Declaration
- X Prohibition of Segregated Facilities
- X Certification of Bidder Regarding Affirmative Action Program
- X Certification Regarding Foreign Trade Restrictions
- X Certificate of Buy American d for Manufactured Products
- X Non-lobbying Certification
- X Suspension and Debarment Requirements Certification
- X Public Contract Code Sections 10285.1 Statement 10162 Questionnaire 10232 Statement
- X Drug-free Workplace Certification
- X Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions

BIDDER IS ALSO REQUIRED TO SUBMIT THE FOLLOWING WRITTEN STATEMENTS OF QUALIFICATIONS AT TIME OF BID:

X EVIDENCE OF COMPETENCY

Each bidder shall submit "evidence of competency" to the Owner at the time of bid opening (See FAA General Provisions Section 20-02 of the project Special Provisions for details).

X EVIDENCE OF FINANCIAL RESPONSIBILITY

Each bidder shall submit "evidence of financial responsibility" to the Owner at the time of bid opening (See FAA General Provisions Section 20-02 of the project Special Provisions for details).

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

PROPOSAL

FOR

UKIAH MUNICIPAL AIRPORT
RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 1

Specification No. 19-11

FAA AIP No. 3-06-0268-0xx-2019**

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

The bidder shall set forth a Unit price or Lump Sum Price for each item of Work for "Base Bid" and "Bid Alternates" (if applicable) as listed on the Bid Schedule in clearly legible figures and words, in the respective spaces provided for this purpose. This price shall include all materials, labor, mobilization efforts, and all incidentals required to complete the work for this Project.

If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

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.

BID SCHEDULE
UKIAH MUNICIPAL AIRPORT
RUNWAY 15-33 PAVEMENT REHABILITATION PHASE 1
AIP NO. 3-06-0268-027-2019

BASE BID

ITEM NO.	SPEC REF.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	In Words (dollars & cents)	
1	SP-100-3.1	Airfield Safety and Traffic Control	LS	1	\$ 40,500	Forty Thousand, Five Hundred dollars	\$ 40,500
2	C-105-6.1	Mobilization	LS	1	\$ 314,500	Three Hundred fourteen Thousand, Five Hundred dollars	\$ 314,500
3	SP-100-3.2	Construction Surveys	LS	1	45,185 - \$ 45,100.00 JE	Forty Five Thousand, One Hundred Eighty Five dollars	45,185 - \$ 45,100.00 JE
4	SP-100-3.3	Implement Best Management Practices	LS	1	\$ 12,500-	Twelve Thousand, Five Hundred dollars	\$ 12,500-
5	P-101-5.1	Pavement Removal	SY	900	\$ 11-	Eleven dollars	\$ 9,900-
6	P-101-5.2	Joint and Crack Repair	LF	26,700	\$ 4.82	Four dollars & Eighty two cents	\$ 128,694 -
7	P-101-5.3	Cold Milling, Full Depth	SY	36,200	\$ 5-	Five dollars	\$ 181,000-
8	P-101-5.4	Cold Milling, 4" Depth	SY	1,200	\$ 4-	Four dollars	\$ 4,800-

ITEM NO.	SPEC REF.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	In Words (dollars & cents)	
9	P-101-5.5	Recycled Shoulder Base	CY	140	\$ 30-	Thirty dollars	\$ 4,200-
10	P-101-5.6	Sawcut Asphalt Concrete Pavement	LF	9,700	\$ 1.27	One dollar & Twenty seven cents	\$ 12,319-
11	P-620-5.1a	Surface Preparation	SF	25,500	\$ 1.15	One dollar & Fifteen cents	\$ 29,325-
12	T-901-5.1	Hydroseeding	ACRE	1	\$ 5,000-	Five Thousand dollars	\$ 5,000-
13	P-152-4.1	Unclassified Excavation	CY	340	\$ 32-	Thirty Two dollars	\$ 10,880-
14	P-155-8.1	Lime-Treated Subgrade	SY	36,900	\$ 10.52	Ten dollars & Fifty cents	\$ 387,450-
15	P-209-5.1	Crushed Aggregate Base Course	CY	6,530	\$ 75-	Seventy Five dollars	\$ 489,750-
16	P-401-8.1	Asphalt Surface Course	TON	10,100	\$ 126-	One Hundred Twenty six dollars	\$ 1,272,600-
17	P-602-5.1	Emulsified Asphalt Prime Coat	TON	84	\$ 1,125-	One Thousand One Hundred Twenty Five dollars	\$ 94,500-
18	P-603-5.1	Emulsified Asphalt Tack Coat	TON	12	\$ 950-	Nine Hundred Fifty dollars	\$ 11,400-

ITEM NO.	SPEC REF.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	In Words (dollars & cents)	
19	P-608-8.1	Emulsified Asphalt Seal Coat, P-608	SY	45,900	\$ 2.25	Two dollars & Twenty Five cents	\$ 103,275 ⁻
20	P-620-5.1b.1	Runway and Taxiway Marking, White	SF	26,900	\$ 1.75	One dollar & Seventy Five cents	\$ 47,075 ⁻
21	P-620-5.1b.2	Runway and Taxiway Marking, Yellow	SF	4,800	\$ 2.85	Two dollars & Eighty Five cents	\$ 13,680 ⁻
22	P-620-5.1b.3	Runway and Taxiway Marking, Black	SF	7,400	\$ 1.75	One dollar & Seventy Five cents	\$ 12,950 ⁻
23	SP-100-3.4	Remove and Salvage Existing Light Fixtures, (MIRL, MITL, MITHL) Remove Existing Base Can, Transformers and Conductors	EA	12	\$ 320 ⁻	Three Hundred Twenty dollars	\$ 3,840 ⁻
24	SP-100-3.5	Remove and Salvage Existing Light Fixtures, (MIRL, MITHL) Cap Existing Base Cans With Blank Cover	EA	14	\$ 520 ⁻	Five Hundred Twenty dollars	\$ 7,280 ⁻
25	SP-100-3.6	Remove and Demolish Existing MITL, Cap Existing Base Cans with Blank Cover	EA	15	\$ 520 ⁻	Five Hundred Twenty dollars	\$ 7,800 ⁻
26	SP-100-3.7	Remove Existing Illuminated Signs	EA	2	\$ 430 ⁻	Four Hundred Thirty dollars	\$ 860 ⁻
27	SP-100-3.8	Remove and Salvage Existing REILS	LS	1	\$ 220 ⁻	Two Hundred Twenty dollars	\$ 220 ⁻
28	L-108-5.1	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	3,450	\$ 4.02	Four dollars & Three cents	\$ 13,969.50 ⁻

ITEM NO.	SPEC REF.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	In Words (dollars & cents)	
29	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above the Duct Bank or Conduit, Including Ground Rods/Connections/Terminations	LF	300	\$ 3.66	Three dollars & sixty six cents	\$ 1,098-
30	L-108-5.3	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Including Ground Rods/Connections/Terminations	LF	520	\$ 3.66	Three dollars & sixty six cents	\$ 1,903. ²²
31	L-110-5.1	Concrete Encased Electrical Duct Bank, 2-Way 2-inch	LF	125	\$ 39.20	Thirty Nine dollars & Twenty cents	\$ 4,900-
32	L-110-5.2	Non-Encased Electrical Conduit, 1-Way 2-inch	LF	875	\$ 27.63	Twenty Seven dollars & sixty three cents	\$ 24,176. ²⁵
33	L-110-5.3	Concrete Encased Electrical Duct Bank, 1-Way 2-inch	LF	175	\$ 44.40	Forty Four dollars & Forty cents	\$ 7,770-
34	L-115-5.1	Electrical Junction Structure, L-868, Size D	EA	4	\$ 1,780-	One Thousand Seven Hundred Eighty dollars	\$ 7,120-
35	L-115-5.2	Electrical Pullbox, Size 1 (24"x36"x30"), Spring Loaded Lid	EA	2	\$ 4,560-	Four Thousand Five Hundred Sixty dollars	\$ 9,120-
36	L-125-5.1	Relocate Existing L-861E Elevated Threshold Light and transformer assembly to New L-867 Base Can	EA	8	\$ 2,580-	Two Thousand Five Hundred Eighty dollars	\$ 20,640-
37	L-125-5.2	Relocate Existing L-861 Elevated Runway Edge Light and Base Can, Complete	EA	4	\$ 2,580-	Two Thousand Five Hundred Eighty dollars	\$ 10,320-
38	L-125-5.3	L-861T Medium Intensity Elevated Taxiway Edge Light and Base Can, Complete	EA	21	2,890- \$ 2,980 JI	Two Thousand Eight Hundred ninety dollars	\$ 60,690-

ITEM NO.	SPEC REF.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	In Words (dollars & cents)	
39	L-125-5.4	L-858 Sign Size 1, 2 Module on New Base	EA	1	\$ 5,850-	FIVE THOUSAND, EIGHT HUNDRED FIFTY DOLLARS	\$ 5,850-
40	L-125-5.5	L-858 Sign Size 1, 3 Module on New Base	EA	1	\$ 6,650-	SIX THOUSAND, SIX HUNDRED FIFTY DOLLARS	\$ 6,650-
TOTAL Base Bid in Figures							\$ 3,425,623.95

Total Base Bid in Words: Three Million, Four Hundred Twenty Five Thousand, Six Hundred Twenty Three & 95 Cents

TOTAL BASE BID IN WORDS: Three Million, Four Hundred Twenty Five Thousand, Six Hundred Twenty Three & Ninety Five Cents

Acknowledgment of Addenda

Addendum No. Initial

ONE (1) - 06/21/2019 22

TWO (2) - 07/05/2019 32

THREE (3) - 07/09/2019 32

Signature/Title

Granite Construction Company

Company

89 Expires 05/31/2021

Contractor's License Number/Expiration Date

NOTE: Contractor License Number and Expiration Date stated herein are made under penalty of perjury.

Justin Ingram, Area Manager

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2019 through December 31, 2019, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1, 2019 through December 31, 2019, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective January 1, 2019 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: January 1, 2019



M. Craig Hall



EXHIBIT 1

AUTHORIZED SIGNERS

**Granite Construction Company
Coastal California Region
Bay Area/Monterey Bay Area/North Coast Area**

AUTHORIZED SIGNERS

Jim Radich, VP Coastal Region
Pennington B. Shortes, Area Manager
Justin Ingram, Area Manager
Jason Woelbing, Office Manager
Steven C. Kaesler, Construction Manager
Bruce E. Harjehausen, Senior Project Manager
Karim Massoud, Chief Estimator
Patrick K. Amaris, Senior Estimator
Terry D. Richards, Senior Estimator
David Levasseur, Regional Controller
Danna Pintner, Operations Finance Manager
Chelsea M. Agnello, Office Manager

ATTESTERS

Pennington B. Shortes, Area Manager
Justin Ingram, Area Manager
Steven C. Kaesler, Construction Manager
Terry D. Richards, Senior Estimator
Jason Woelbing, Office Manager
Melinda Y. Luong, Contracts Administrator
Patrick K. Amaris, Senior Estimator
Karim Massoud, Chief Estimator
John (Jake) French, Estimator
Fred Ackerman, Estimator
Patricia A. Arnett, Estimating Assistant
Jenni McKenzie, Estimating Assistant
Teresa Rothney, Estimating Assistant
Jason S. Picard, Estimator/Project Manager
Bruce E. Harjehausen, Senior Project Manager
Clarence Sakoda, Estimator/Project Manager
James Williams, Estimator/Project Manager
Diana Millet, Estimator/Project Manager
David Levasseur, Regional Controller
Danna Pintner, Operations Finance Manager
Chelsea M. Agnello, Office Manager

EXHIBIT 2

AUTHORIZED SIGNERS
Granite Construction Company
California Group

AUTHORIZED SIGNERS
Jim Radich, VP Coastal Region
Michael Tatusko, VP Valley Region
Brent Fogg, VP Central Region
Richard Scott McArthur, VP Northern Los Angeles Region
John Boies, VP South Coast Region
Brad J. Williams, VP Desert Cities Region
Bradly Estes, VP Construction Materials

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 July 10, 2019.

Licensed in accordance with an act providing for the registration of California Contractors License No. 89, expiration date 05/31/2021.

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: 1000000085

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

Granite Construction Company

By



Justin Ingram, Area Manager

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.

Please see attached List of Officers



Granite Construction Company
List of Officers

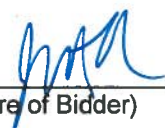
Name	Present Office Position
Roberts, James H.	President Chief Executive Officer
Desai, Jigisha (NMN)	Senior Vice President Chief Financial Officer Assistant Secretary
Alegre, Carlos F.	Senior Vice President of Operations Services Assistant Secretary
DeCocco, Philip M.	Senior Vice President of Human Resources Assistant Secretary
Hall, M. Craig	Senior Vice President General Counsel Corporate Compliance Officer Secretary
Larkin, Kyle T.	Senior Vice President Group Manager Assistant Secretary
Rantala, Richard M.	Senior Vice President Business Development Assistant Secretary
Richards, James D.	Senior Vice President Group Manager Assistant Secretary
Swanberg, Dale A.	Senior Vice President Group Manager Assistant Secretary
Tyler, Mathew C.	Senior Vice President Federal Group Operations Assistant Secretary
Watts, Richard A.	Senior Vice President General Manager Assistant Secretary
Barker, Michael W.	Vice President Controller Assistant Financial Officer Assistant Secretary
Olson, Kenneth B.	Vice President Treasurer Assistant Financial Officer Assistant Secretary
Blackburn, Nicholas B.	Director of Corporate Taxation Assistant Secretary

(NMN) = No Middle Name

FAIR EMPLOYMENT PRACTICES CERTIFICATIONTO: City of Ukiah

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.

RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 1


 (Signature of Bidder) Justin Ingram, Area Manager

Business Mailing Address:Granite Construction Company1324 S. State StreetUkiah, CA 95482**Business Location:**1324 S. State StreetUkiah, CA 95482

(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 10th day of July, 20~~0~~19

Signature of Bidder, with Business Address:

By



Justin Ingram, Area Manager

Granite Construction Company

1324 S. State Street

Ukiah, CA 95482

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

Bidder's Statement On Previous Contracts Subject to EEO Clause (Reference 41 CFR § 60-1.4, Executive Order 11246)

Each bidder, prospective prime contractor, and proposed subcontractor must complete the following form:

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes.

The Bidder (Proposer) has X has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (Proposer) has X has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (Proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO 1", prior to the award of contract.

July 10, 2019

Date

Signature and Title

Justin Ingram, Area Manager

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
GRIFFIN SOIL	791232	1000004572	248 INDUSTRIAL DR STOCKTON, CA, 95206	LINE TREAT AND MILLING.
PACIFIC NORTHWEST OIL.	705296	1000377635	3310 E. MINER AVE STOCKTON, CA, 95205	EMULSIFIED ASPHALT PRIME AND
APPLY A-LINE	1031889	1000053259	19652 N. HINSCHEL CT. ARDENWOOD, CA 94002	TACK COATS.
Apply-A-Line	1031889	1000053259	19652 N. HINSCHEL CT. ARDENWOOD, CA. 94007	PAVEMENT SURFACE PREP
				AND Runway/ TAXIWAY
				MANHWS.
AMERICAN ROAD MAINTENANCE	982100	1000041545	4554 E. ECO INDUSTRIAL PL. TUCSON, AZ, 85756	EMULSIFIED ASPHALT SEAL COAT
AUSTIN ENTERPRISE	764893	1000001896	PO BOX 81926 BAKERSFIELD, CA. 93380	JOINT AND CRACK REPAIR SAW CUT
SPENCER ELECTRIC	917603	1000000028	PO. BOX 42 CLIFTON, CA. 95534	ELECTRICAL ITEMS 23-40

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.

1. City of Ukiah Orchard Ave. Bridge: New Bridge; Sidewalk; Storm Drain; Base & Paving;

Completed 2010; \$1.4 million. CONTACT: Ann Burck (707) 463-6231

2. Little River Airport Runway 11-29 Pavement Rehabilitation: Asphalt Paving Runway Rehabilitation; Completed 2009;

\$822,000.00. CONTACT: County of Mendocino Dept. of Transportation (707) 463-4363

3. Oakland Airport Runway 12-30 Rehabilitation South Field: Asphalt Paving Runway Rehabilitation; Completed 2017;

\$7.7 million. CONTACT: Michael Kloos, DeSilva Gates (925) 829-9220

4. Highway 20 Roundabout at Nice: Sidewalk, Curb & Gutter; Storm Drain; Grading Base & Paving; Completed 2012;

2.8 million. CONTACT: Scott Baker (707) 272-5831

5. Lakeport Downtown Improvements: Utilities; Sidewalk; ADA Ramps; Storm Drain; Paving; Completed 2016;

2.6 million. CONTACT: Kevin Ingram (707) 263-5615

6. Ukiah 2018 Streets Rehabilitation: Utilities; Sidewalk; Curb & Gutter; Ramps; Driveway; Paving;

Completed 2018; 1.9 million. CONTACT: Andrew Stricklin (707) 463-6297

7. Ukiah Low Gap-Brush Street Intersection: Paving; Storm Drain; Curb & Gutter; ADA Ramps;

Driveway; AC Paving; Retaining Wall; Traffic Signals; Completed 2017; 1.6 million.

CONTACT: Andrew Stricklin (707) 463-6297

8. Highway 253 Overlay near Boonville; Cold Plane, HMA, Microsurface; Completed 2018; \$9.2 million.

CONTACT: Arjun Subedi, P.E. Caltrans (707) 485-0336

9. Eastlake Elementary Safe Routes to School, Clearlake Oaks; Street & Sidewalk Improvements; Completed 2018;

\$5.1 million. CONTACT: Scott Hornung, County of Lake (707) 263-2341

SIGNATURE(S) OF BIDDER

Accompanying this proposal is Bidder's Bond

(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.

Granite Construction Company is a California Corporation. Please see attached

List of Officers.

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

License No. 89, License Expiration Date 05/31/2021

Signature(s) of Bidder: 

Justin Ingram, Area Manager

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:

1324 S. State Street

Ukiah, CA 95482

Place of residence:

N/A

Dated:

July 10, 2019

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Granite Construction Company

_____, as PRINCIPAL and

Travelers Casualty & Surety Company of America, 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 \$ Ten Percent (10%) of Total Amount of Bid

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 July 10, 2019 for RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 1

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 25th day of June, A.D. 20 19.

Granite Construction Company (Seal)

 (Seal)

Justin Ingram, Area Manager (Seal)

Principal

Travelers Casualty & Surety Company of America (Seal)

 (Seal)

Isabel Barron, Attorney-In-Fact (Seal)

Surety

Address: 1 Tower Square, Hartford, CT 06183



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz

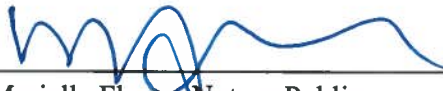
On June 25, 2019 before me, Mariella Flores, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Mariella Flores, Notary Public

(Seal)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetraault

Marie C. Tetraault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this June 25, 2019



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

NON-COLLUSION AFFIDAVIT

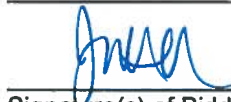
Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 1 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.

Granite Construction Company



Signature(s) of Bidder

Justin Ingram, Area Manager

Business Address: 1324 S. State Street

Ukiah, CA 95482

Place of Residence: N/A

NOTARIZATION

*** SEE ATTACHED CALIFORNIA ACKNOWLEDGEMENT ***

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 ____.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

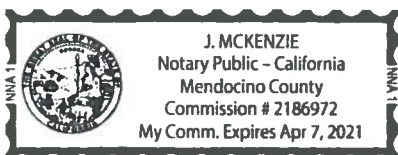
State of California)
County of Mendocino)
On July 9, 2019 before me, J. McKenzie, a Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Justin Ingram, Area Manager
Name(s) of Signer(s)
Granite Construction Company

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing:

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing:

PROHIBITION of SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

July 10, 2019

Date

Signature and Title

Justin Ingram, Area Manager

94-0519552

IRS Employer Identification Number

CERTIFICATION OF BIDDER REGARDING

AFFIRMATIVE ACTION PROGRAM

(REFERENCE: 41 CFR PART 60-4, EXECUTIVE ORDER 11246)

The bidder hereby certifies that he is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, Employment Practices Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

Bidder's Name: Granite Construction Company

Address: 1324 S. State Street, Ukiah, CA 95482

Name and Title of Signer: Justin Ingram, Area Manager

July 10, 2019
Date


Signature

NOTE: The contractor to whom the Contract is awarded shall submit a statement each month certifying that he is in conformance with the Affirmative Action Program.

CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

July 10, 2019

Date

Signature

Justin Ingram, Area Manager

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

(Type 2 - Non-building construction projects, equipment acquisition projects)

PROJECT NAME:	Runway 15-33 Pavement Rehabilitation, Phase I
AIRPORT NAME:	Ukiah Municipal Airport
AIP NUMBER:	3-03-0268-027-0219

This solicitation and any resulting contract(s) are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Signature _____

(Name of Bidder)

July 10, 2019

Date

Justin Ingram, Area Manager

(Name and Title of Signing Official)

**NON-LOBBYING CERTIFICATION
FOR FEDERAL AID CONTRACTS**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**SUSPENSION AND DEBARMENT REQUIREMENTS
FOR ALL CONTRACTS OVER \$25,000
49 CFR PART 29**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

Signature

(Name of Bidder)

July 10, 2019

Date

Justin Ingram, Area Manager

(Name and Title of Signing Official)

Business Address

Granite Construction Company

1324 S. State Street

Ukiah, CA 95482

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats.1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the

Bidder has _____ has not X

been convicted within the preceding three years of any offenses referred to in that section including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

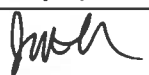
Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
 STD. 21 (REV 12/93) Automated)

CERTIFICATION

I, the official named below, herby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME Granite Construction Company	FEDERAL ID NUMBER 94-0519552
(Authorized Signature) 	DATE EXECUTED July 10, 2019
PRINTED NAME AND TITLE OF PERSON SIGNING Justin Ingram, Area Manager	TELEPHONE NUMBER (Include Area Code) (707) 467-4100
TITLE Area Manager	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 1324 S. State Street, Ukiah, CA 95482	

The contractor or grant recipient named above hereby certifies with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code 8355(b), to inform employees about all of the following:
 - (a) The Dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy in maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code 8355(c), that everyone who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (☐) is not (☒) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☒) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

July 10, 2019

Date

Signature

Granite Construction Company

Company Name

Justin Ingram, Area Manager

Title



AGENDA SUMMARY REPORT

SUBJECT: Adopt Resolution Authorizing the Submittal of an Application, Acceptance of Allocation of Funds, and Execution of Grant Agreement with the California Department of Transportation, for an Airport Matching Grant to Complete Runway 15-33 Pavement Rehabilitation Construction.

DEPARTMENT: Airport

PREPARED BY: Greg Owen

ATTACHMENTS:

[Attachment 1 - Resolution Cal tran design grant 2019 \(003\)](#)

Summary: The FAA has offered to provide the Airport with a construction grant for runway 15-33 pavement rehabilitation. The FAA provides 90% of the project funding (see Item 12d), and California Department of Transportation offers a matching grant of 5% up to \$150,000. Staff is requesting the adoption of a resolution authorizing the application, acceptance of funds and execution of a grant agreement with California Department of Transportation.

Background: The original runway paving at the Ukiah Municipal Airport was completed in 1942. In 1984, the runway and taxiways were repaved. A slurry seal project was completed in 1997 on the runway and taxiways. The current pavement has been in place for 35 years and has been showing sign of wear and a need for replacement.

Staff has been working with the FAA since 2008 to get the runway repaired. In 2009, a storm drain

RECOMMENDED ACTION: Adopt Resolution authorizing the submittal of an application, acceptance of allocation of funds, and execution of grant agreement with the California Department of Transportation, for an Airport Matching Grant to complete Runway 15-33 Pavement Rehabilitation Construction.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

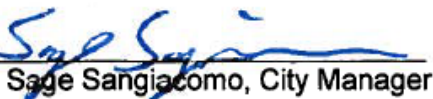
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: CalTrans Grant

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager

Approved:


Sage Sangiacomo, City Manager

reconstruction project was completed to replace failing storm drains under the runway before replacement of the pavement could begin. The FAA also required that an update to the Airport Layout Plan be conducted prior to any runway design grant being started. In 2013, this process was started and in 2015, the Airport Layout Plan was completed. The FAA issued two grants to the airport in 2016, one of which was for a project that will give an updated assessment of pavement conditions and will allow development of a better maintenance plan to prolong the useful life of airport pavements. The second grant was a for Runway 15-33 Pavement Rehabilitation and Taxiway Realignment Design.

The current project scope will be to reduce the runway width to 75 feet and rehabilitate the remaining pavement. Design will include installation of new runway edge lights. The design of new taxiway connectors A2 and A4 will also be performed to comply with FAA standards; this design will also include the demolition of Taxiways B & D. This design work has been completed.

Discussion: The original runway paving at the Ukiah Municipal Airport was completed in 1942. In 1984, the runway and taxiways were repaved. A slurry seal project was completed in 1997 on the runway and taxiways. The current pavement has been in place for 35 years and has been showing sign of wear and a need for replacement.

Staff has been working with the FAA since 2008 to get the runway repaired. In 2009, a storm drain reconstruction project was completed to replace failing storm drains under the runway before replacement of the pavement could begin. The FAA also required that an update to the Airport Layout Plan be conducted prior to any runway design grant being started. In 2013, this process was started and in 2015, the Airport Layout Plan was completed. The FAA issued two grants to the airport in 2016, one of which was for a project that will give an updated assessment of pavement conditions and will allow development of a better maintenance plan to prolong the useful life of airport pavements. The second grant was a for Runway 15-33 Pavement Rehabilitation and Taxiway Realignment Design.

The current project scope will be to reduce the runway width to 75 feet and rehabilitate the remaining pavement. Design will include installation of new runway edge lights. The design of new taxiway connectors A2 and A4 will also be performed to comply with FAA standards; this design will also include the demolition of Taxiways B & D. This design work has been completed.

The FAA provides 90% of the project funding (see Item 12d), and California Department of Transportation offers a matching grant of 5% up to \$150,000. Staff is requesting the adoption of a resolution authorizing the application for the matching grant, acceptance of funds and execution of a grant agreement with California Department of Transportation.

RESOLUTION NO. -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF
AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT
WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN
AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT.**

WHEREAS, the City of Ukiah and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) grant 3-06-0268-015-2019 for runway 15-33 pavement rehabilitation and taxiway realignment construction at the Ukiah Municipal Airport; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of 5% of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Ukiah City Council to adopt a resolution authorizing the submission of an application for an AIP Matching grant;

NOW, THEREFORE BE IT RESOLVED that the Ukiah City Council of Ukiah, State of California:

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the Ukiah City Council does hereby authorize Sage Sangiacomo City Manager to sign any documents required to apply for and accept the subject funds on behalf of the City of Ukiah.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the Ukiah City Council on the 17th day of July 2019, and the resolution was duly adopted at said meeting by the following vote:

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Consideration and Approval of Responses to the Grand Jury Report titled "Ukiah Valley Sanitation District, Change and Transparency Needed."

DEPARTMENT: Water Resources

PREPARED BY: Sean White

ATTACHMENTS:

[Attachment #1 - 2019-06-19 Grand Jury - Ukiah Valley Sanitation District Change and Transparency Needed](#)

[Attachment #2 - City of Ukiah's responses to the UVSD 2019 Grand Jury Report](#)

Summary: On June 19, 2019, the Mendocino County Grand Jury issued a report titled "Ukiah Valley Sanitation District, Change and Transparency Needed." Council will discuss and consider approval of the required responses requested by the Grand Jury from the City of Ukiah.

Background: On June 19, 2019, the City of Ukiah received a report transmittal titled "Ukiah Valley Sanitation District, Change and Transparency Needed" from the 2018-2019 Mendocino County Grand Jury. The report is included as Attachment #1.

In the report the Grand Jury makes the following recommendations:

RECOMMENDED ACTION: Approve the required responses to the Grand Jury Report titled "Ukiah Valley Sanitation District, Change and Transparency Needed."

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

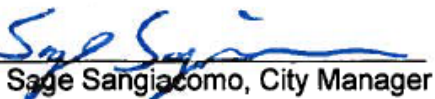
PROPOSED BUDGET AMOUNT: N/A

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

- R1. the City and District work together to find a way to manage the overall sewer system as a single entity equitably and efficiently for all ratepayers,
- R2. the District enter into negotiations with the City regarding the proposed MOU/JPA,
- R3. the District provide specific details to ratepayers for its claims that it can save over \$1.5 million per year by assuming billing, maintenance and sewage treatment responsibilities with a detailed feasibility and cost analysis,
- R4. the District Board must act in accordance with the Brown Act which promotes transparency and public participation.

Discussion: The City of Ukiah's responses to specific findings and a recommendation identified by the Grand Jury are required to be submitted within 90 days from the date the report was received, which is no later than September 17, 2019. The City is required to respond to Findings 1, 2, 3, 7, 8, 9, 11, 14 and Recommendation 1. The draft responses from the City are included as Attachment #2 and have been prepared for Council's consideration.

UKIAH VALLEY SANITATION DISTRICT

Change and Transparency Needed

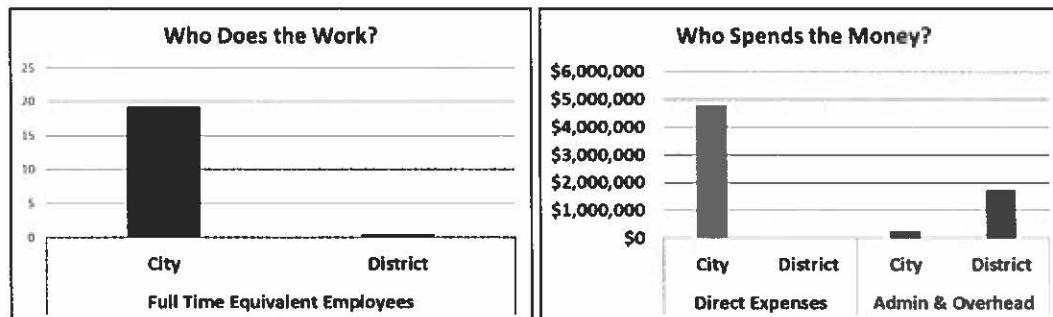
June 19, 2019

SUMMARY

Conflicting and incomplete newspaper reports, letters to the editor, and citizen concerns have led the Grand Jury (GJ) to review spending, debt and transparency issues between the Ukiah Valley Sanitation District (District) and the City of Ukiah (City). The lawsuit between the District and the City was settled in October 2018. Over \$16 million has allegedly changed hands with neither side admitting any wrongdoing. The lawsuit legal and administrative bills have approached \$9 million and continue to escalate. An estimated \$14 million could have been saved by the ratepayers if the existing bond had been refinanced at a lower rate of interest. The refinance could not occur because the District failed to produce State required audited financial statements for 2014-2018. Ultimately, the \$23 million (combined legal costs and interest savings) must be paid by the citizens of the City and the District via their monthly sewer bills. The City and District are already engaged in arbitration which involves the additional expense of attorneys for both sides.

Both City and District ratepayers are bearing the monetary cost of a dysfunctional relationship. The settlement that led to the new Operating Agreement (OA) is already being tested with a 4-1 vote by the District at the April 2019 meeting to initiate arbitration. The purpose of this report is to clarify the consequences of the lawsuit and settlement, and to urge all ratepayers be more involved with future decisions regarding their sanitation system.

At present, the single physical sanitation system including collection, treatment, maintenance, and administration is managed and operated by the City. The District's only responsibility has been to represent the ratepayers residing outside the 1954 City limits.



Charts show proposed labor allocation and budget expenditures for 2018-2019

The City and District are initiating a joint rate study to determine new sewer rates. The new rates will include the costs of the \$9 million combined legal and administrative fees and almost \$5 million in payments from the City to the District resulting from the lawsuit.

At the March and April 2019 District meetings, the City offered to negotiate a Memorandum of Understanding (MOU) or Joint Powers Agreement (JPA) with the District to restructure the relationship, reduce redundant costs, e.g. a new District Manager, and minimize the need for arbitration. The purpose of the MOU/JPA would be to operate the sewer services as a single system with District and City customers paying the same rates. The District Board would still serve the purpose of protecting the District ratepayers' interests.

Lack of transparency from the District with the public as well as the GJ has been an issue during the course of this investigation. Examples include:

- Long term litigation and attorney-client privilege has prevented transparency in regards to the District. For example: The attorney for the District advised District Board members not to sign the GJ standard confidentiality agreement which impeded the GJ's ability to conduct interviews.
- The District fails to meet the intent of the Brown Act for public meetings by not facilitating public input, agenda items lacking enough description to assist public comment, closed sessions held at the start of Board meetings instead of the end, and copies of documents handed out to Board members, however, not consistently given to the public.
- Denying the GJ's Public Records Act request for the Chair's prepared statement notes.

During the April 2019 District meeting, <https://uvsd.org/recordings.html>, the District Chair, after calling the meeting to order, read a nine minute non-agendized prepared statement advocating non-cooperation with the City's request to negotiate the MOU. The four other Board members had not been made aware of the content of this statement. This violates the intent of the Brown Act.

GLOSSARY

ESSU: Equivalent Sewer Service Units. One ESSU is the rate at which an average single family residence passes sewage into its sewer line. Expenses are shared between the City and the District based on the ratio of ESSUs between them.

JPA: Joint Powers Agreement is a contract between a city, a county, and/or a special district in which the city or county agrees to perform services, cooperate with, or lend its powers to, the special district.

MOU: Memorandum of Understanding is a formal business document used to outline an agreement made between two separate entities, groups or individuals. A MOU usually precedes a more detailed contract or agreement between the parties.

LAFCo: Local Agency Formation Commission is mandated by the State to, among other things, work with voters to create and consolidate special districts to fulfill essential services. The Ukiah Valley Sanitation District is a California special district.

Operating Agreement: The recently modified agreement between the City and District which defines their future relationship.

Overlap area: The District is responsible for the area surrounding the 1954 Ukiah City limits which is served by the City owned treatment plant. The overlap areas are within the current City limits but served by the District.

Participation Agreement: The original agreement between the City and District was first created in 1954 and modified four times since. In 2006 a Financing Agreement was added that specified the details for financing the upgraded and expanded sewage treatment plant. The new Operating Agreement serves as an amendment to the Participation Agreement.

Reserves: The funds maintained to pay for capital projects, make bond payments, and pay other bills as needed. The City and District maintain reserve funds.

Settlement: The October 1, 2018 agreement to dismiss the lawsuit filed by the District against the City.

BACKGROUND

In 1954, it was determined that the existing sewer treatment facility was inadequate to serve the growing Ukiah Valley population. The City built a new plant in 1956 which served both the District and City while the District provided the trunk line which is the collection line of the combined sewer system.

At its origin, the District's Board included two members from the Mendocino County BOS and one from the Ukiah City Council. The Participation Agreement (PA) between the City and District defined ownership and management responsibilities and specified that the City would be the paying and receiving agent for all District operations and maintenance. The PA has been modified four times, including provisions added in 2006, to finance the upgrade and expansion of the sewage treatment plant. In 2008, the District changed its board structure to consist of five resident directors elected by voters within the District.

METHODOLOGY

The GJ interviewed representatives from the District, the City and LAFCo. Documents from both entities and LAFCo were reviewed, including accessible past and recent budgets. The lawsuit claims, settlement, earlier PAs and amendments and the new Operating Agreement (OA) were studied. Financial audits and current arbitration documents are not yet available.

Newspaper articles, press releases and editorials from several county newspapers were also reviewed. The GJ members attended District Board meetings.

DISCUSSION

After the formation of the new Board in 2008, a number of financial, reporting, and procedural issues were raised with the City, some of which were resolved. However, agreement was not reached regarding the ESSU sharing of expenses to be divided between the City and District.

In 2012, the departure of the District's Manager, who was a licensed engineer and former City employee, led to the District's loss of fiscal capability, engineering, and historic knowledge of the combined sanitation system. The turnover of three District Managers from 2008-2017 further limited the District's reporting and accounting capabilities. In this same period from 2014-2018, the District did not provide State mandated reports and audits. The District has failed to demonstrate sound financial controls as shown by the \$130,000 severance pay to a District Manager who served for only six months. The current situation is complicated by the inability of the District to hire a District Manager and, in fact, the last two candidates accepted and then rejected their offer. The proposed salary range is \$130,000 to \$180,000 annually.

The GJ observed that District Board meetings (held at 151 Laws Ave, Ukiah on the second Wednesday of each month at 6pm) are not well attended by the ratepaying public.

The Lawsuit

On September 6, 2013, the District filed a claim against the City for approximately \$16 million. The claim was based primarily on an ESSU ratio which the District felt was financially advantageous to the City. The statute of limitations imposes a deadline on the ability to collect damages for claims. Some of the District's claims were far enough in the past that the District did not want to lose those claims. Therefore, the District asked the City to waive those deadlines. When the City failed to waive the deadlines, the District filed the lawsuit.

From 2013-2018, there were extended negotiations, including mediation, which failed to resolve the disputed issues. There were transfers of District reserve funds made in 2013, 2016 and 2017 requested by the District from District accounts held by the City. These District accounts were mandated in the original PA to be held by the City for the District because the City was the designated collecting and paying agent.

The District budget for administrative and legal expenses increased from \$504,850 in 2015-2016 to \$1,718,278 in 2018-2019 even though it has not taken on any new functions. The budget for District legal expenses increased from \$200,000 to \$1,055,711 during the same period.

Final Settlement

A final settlement between the City and the District was reached October 1, 2018 in which neither side admitted liability or wrongdoing. This settlement, along with the three earlier payments made by the City totaled more than \$16 million. At the October 10, 2018 board meeting, the District claimed it received damages of \$16,416,296 from the City as a result of the lawsuit. Further GJ investigation revealed that \$11,431,986 of the \$16,416,296 were transfers from the District's own reserve funds held by the City, not damages. The City agreed to pay the balance of \$4,984,310 to end the lawsuit.

A review of the City's 2012 budget (prior to the lawsuit and available on the City of Ukiah website) indicates that the City did indeed hold balances owned by the District. The District funds were held in designated accounts, e.g. Rate Stabilization Fund and District Operating Fund, and had been earning interest on the District's behalf. In accordance with the 2018 settlement, these reserves have now been transferred to the District. The Bond Debt Service Fund is held by the bond trustee, a bank, now with directions agreed to by the City and District to be used on the District's behalf.

Reserves are required by the bonding agreement that financed the 2006 sewer treatment plant upgrade and expansion. If the District is not able to meet its future bond payments, due to a lack of sufficient reserves, the City would be liable for repaying the bond.

At the time of the lawsuit settlement, the District indicated that its legal and administrative expenses were nearly \$6.5 million, and the City estimated its lawsuit related expenses were over \$2 million.

The 2018-2019 District budget details \$1,055,711 for legal fees after the lawsuit settlement. The new OA gives the District the right to assume future management and operating responsibility for billing, system maintenance, and to build additional treatment plant(s) for its customers. This duplicates responsibilities that the City has exercised since 1954. According to the City's website, the current plant has capacity for the foreseeable future. Costs for the District to do this will be in addition to its responsibility to continue bond payments for the existing treatment facility and will require duplication of the City's staff and equipment already functioning on behalf of the District.

At the October 10, 2018 meeting, the District estimated that it could save more than \$1.5 million annually by assuming these future functions and from ESSU ratio recalculations triggered by the lawsuit settlement. The District has not provided sufficient detail to assess the accuracy of this estimate. The District's commitment to continue current treatment facility bond payments in addition to funding development of future sanitation infrastructure does not appear to have been taken into consideration.

Moving Ahead

In spite of the settlement between the City and the District there are still issues to be resolved:

- The City and the District are still unable to take advantage of lower bond interest rates to refinance the existing bond. This is due to the District's failure to conduct State mandated audited financial statements for 2014-2018 by the bond refinance deadline. The City estimates up to \$14,000,000 could have been saved for the ratepayers if the bonds had been refinanced at a lower interest rate.
- The City has applied to LAFCo requesting detachment of the overlap areas which are within the City limits but served by the District. This would reduce the District's number of customers by approximately half and would also reduce the District's percentage of expenses and income.
- The City and District are initiating a joint rate study to determine new sewer rates. Specifics cannot be determined until the study is complete and the City Council and District act. New rates must account for the costs of the \$9 million combined legal and administrative fees and almost \$5 million of payments from the City to the District resulting from the lawsuit.
- In addition to rate increases caused by the lawsuit and settlement, if the District chooses to take responsibility for billing, maintenance and construction of a new treatment plant, District rates would increase even more.
- In the post settlement discussions between the City and District to resolve ESSU and budget issues, the District continues to be represented by outside legal counsel in the absence of capable District staff. Because the District is represented by legal counsel at considerable cost, the City is compelled to also have legal counsel present, increasing the City's costs.
- In the October 10, 2018 settlement, the City is required to reimburse the District for a portion of their administrative costs. The City is contesting the amount determined by the District and the District has initiated arbitration to resolve the issue.

At the March 13, 2019 District meeting the City requested a meeting to negotiate a MOU for the City to manage the combined district as a single entity. A single entity would provide economies of scale and reduce costs to all ratepayers.

FINDINGS

- F1.** The lawsuit settlement between the City and District left unresolved issues resulting in current arbitration, and continued duplication of services and costs.

- F2.** There is only one sewage collection and treatment system which serves both the City and District.
- F3.** The City and District being jointly responsible for the single sanitation system has led to significant needless expense.
- F4.** Due to limited staffing and high turnover, the District has not demonstrated the capability to responsibly manage its business and financial affairs. Failure to provide audited financial reports for five years (2014-2018) further demonstrates this lack of capability.
- F5.** In the absence of staffing continuity with technical and financial expertise, the District has used expensive attorneys and consultants to conduct day-to-day business and negotiations with the City.
- F6.** The District claims the funds paid to them by the City are for damages. This is misleading. Of the \$16,415,296 paid, \$11,431,986 were from existing District reserves held by the City on the District's behalf.
- F7.** To avoid further legal expense, the City agreed to pay the District \$4,984,310 over five years. This amount is substantially less than the legal costs of the lawsuit to the District. The difference will be paid by the District's ratepayers.
- F8.** The City's settlement and legal expenses will be borne by the City's ratepayers.
- F9.** The City no longer holds any of the District's reserves.
- F10.** The District's claim that it can save over \$1.5 million per year by assuming responsibility for the billing, maintenance and sewage treatment for its ratepayers is not supported by any documentation.
- F11.** Future changes allowed in the settlement could trigger redundant expenses to be borne by all ratepayers. These include detachment of the overlap areas by the City and the District's assumption of their billing, maintenance, and sewage treatment.
- F12.** The MOU/JPA proposed by the City is intended to provide a cost effective solution to the ongoing disputes between the City and the District by operating as a single system with the same rate structure applying to all customers.
- F13.** The District has violated the intent of the Brown Act which has reduced transparency for District ratepayers.
- F14.** The \$23 million combined legal costs and lost opportunities to refinance the bond will be borne by the City and District ratepayers.

RECOMMENDATIONS

The Grand Jury recommends that:

- R1.** the City and District work together to find a way to manage the overall sewer system as a single entity equitably and efficiently for all ratepayers,
- R2.** the District enter into negotiations with the City regarding the proposed MOU/JPA,
- R3.** the District provide specific details to ratepayers for its claims that it can save over \$1.5 million per year by assuming billing, maintenance and sewage treatment responsibilities with a detailed feasibility and cost analysis,
- R4.** the District Board must act in accordance with the Brown Act which promotes transparency and public participation.

REQUIRED RESPONSES

Pursuant to Penal Code §933 and 933.05, responses are *required* from the following individuals:
From the following governing bodies:

- The City of Ukiah (F1-F3, F7-F9, F11, F14 and R1)
- The Ukiah Valley Sanitation District (F1-F7, F10-F14 and R1-R4)

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted subject to notice, agenda and open meeting requirements of the Brown Act.

SOURCES

Link to videos of District Meetings:

<https://www.uvdsd.org/recordings.html>

Link to videos of Ukiah City Council Meetings:

<http://www.cityofukiah.com/meetings/>

Link to the Ralph M. Brown Act:

https://california.public.law/codes/ca_gov't_code_section_54952

Reports issued by the Mendocino County Grand Jury do not identify individuals interviewed. Penal Code §929 requires that reports of the grand jury not contain the name of any person or facts leading to the identity of any person who provides information to the civil grand jury.



County of Mendocino Grand Jury
(707) 463-4320
www.mendocinocounty.org/government/grand-jury

grandjury@mendocinocounty.org
Post Office Box 939
Ukiah, CA 95482

June 19, 2019

Ukiah City Council
City of Ukiah Civic Center
300 Seminary Avenue
Ukiah, California 95482
707-463-6200

Re: Enclosed Report: Ukiah Valley Sanitation District – Change and Transparency Needed

Dear Ukiah City Council Members,

On behalf of the 2018-2019 Mendocino County Grand Jury, I am providing to you the following report:

Ukiah Valley Sanitation District - Change and Transparency Needed

The report will be released to the public on 06/21/2019. This report is being provided to you in advance of its general release pursuant to Penal Code section 933.05, subdivision (f), which provides:

A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. **No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.**

It is very important that you comply with this confidentiality requirement.

The Penal Code also prescribes the obligations of a governing board or elected county official with regard to responding to the grand jury's findings and recommendations. Specifically, if the report contains one or more recommendations directed to you as an elected county official, or to the governing board of which you are a member, you must respond to those recommendations and to the supporting findings, as directed in the report.

The time within which to respond is prescribed by subdivision (c) of Penal Code section 933, which states in relevant part:

No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. **All such comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury.**

The Penal Code also prescribes the content of your responses. Subdivisions (a) through (c) of Penal Code section 933.05 state:

- (a) For the purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
 - (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed **and shall include an explanation of the reasons therefor.**
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following:
 - (1) The recommendation has been implemented, **with a summary regarding the implemented action.**
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, **with a time frame for implementation.**
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of analysis or study, **and a time frame for the matter to be prepared for discussion** by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame should not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, **with an explanation therefor.**

- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the department head and the board of supervisors shall respond if requested by the grand jury, but the response to the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting her or her agency or department.

Please be aware that your responses will be a matter of public record and widely read by both community members and local media. Therefore, it is important that your responses be as clear and specific as possible. A response that is vague, does not provide a clear explanation of any action that has or will be taken, or that does not include a specific time frame for implementation, is neither helpful nor legally sufficient. Furthermore, if a response does not comply with the applicable provisions of the California Penal Code, you may be directed by the presiding judge to provide an amended response.

Please send your response addressed to the Honorable Jeanine Nadel, Presiding Judge, Mendocino County Superior Court, 100 North State Street, Ukiah, California 95482-4416, with a copy to the Grand Jury, within the time period provided in subdivision (c) of Penal Code section 933 (see above).

The 2018-2019 Mendocino County Grand Jury's reports, and the responses to them, will be posted on the Grand Jury's website <https://www.mendocinocounty.org/government/grand-jury> . We would appreciate receiving an electronic copy, as well as a signed hard copy, of your response. You may E-mail a copy to grandjury@mendocinocounty.org.

Thank you for your cooperation in providing a meaningful and timely response.

Sincerely,



Tim Prince, Foreperson
Mendocino County Grand Jury

Grand Jury Report

REQUIRED RESPONSE FORM

Grand Jury Report Title : Ukiah Valley Sanitation District - Change and Transparency Needed

Report Dated : June 19, 2019

Response Form Submitted By:

Ukiah City Council
300 Seminary Avenue
Ukiah, CA 95482 (use address block as inserted on first page)

Response MUST be submitted, per Penal Code §933.05, no later than: September 17, 2019

I have reviewed the report and submit my responses to the FINDINGS portion of the report as follows:

- ☒ I (we) agree with the Findings numbered:
F1, F2, F3, F7, F8, F9, F11, F14
- ☐ I (we) disagree wholly or partially with the Findings numbered below, and have attached a statement specifying any portion of the Finding that are disputed with an explanation of the reasons therefore.

I have reviewed the report and submit my responses to the RECOMMENDATIONS portion of the report as follows:

- ☐ The following Recommendation(s) have been implemented and attached, as required, is a summary describing the implemented actions:
- ☐ The following Recommendation(s) have not yet been implemented, but will be implemented in the future; attached, as required, is a time frame for implementation:

GRAND JURY REPORT
RESPONSE FORM
PAGE TWO

- ☒ The following Recommendation(s) require further analysis, and **attached, as required**, is an explanation and the scope and parameters of the planned analysis, and a time frame for the matter to be prepared, discussed and approved by the officer and/or director of the agency or department being investigated or reviewed: (This time frame shall not exceed six (6) months from the date of publication of the Grand Jury Report)

R1 (See Attached; Exhibit A)

- ☐ The following Recommendations will NOT be implemented because they are not warranted and/or are not deemed reasonable; **attached, as required**, is an explanation therefore:

I have completed the above responses, and have attached, as required the following number of pages to this response form:

Number of Pages attached: 1

I understand that responses to Grand Jury Reports are public records. They will be posted on the Grand Jury website: www.mendocinocounty.org/government/grand-jury. The clerk of the responding agency is required to maintain a copy of the response.

I understand that I must submit this signed response form and any attachments as follows:

First Step: E-mail in pdf file format to:

- The Grand Jury Foreperson at: grandjury@mendocinocounty.org
- The Presiding Judge: grandjury@mendocino.courts.ca.gov

Second Step: Mail all originals to:

Mendocino County Grand Jury
P.O. Box 939
Ukiah, CA 95482

Printed Name: Maureen Mulheren

Title: Mayor, City of Ukiah

Signed: _____ Date: _____

Exhibit A: City of Ukiah's Continued Response Form

Recommendation explanation:

R1. the City and District work together to find a way to manage the overall sewer system as a single entity equitably and efficiently for all ratepayers.

The City of Ukiah agrees with this recommendation. As reported in the Grand Jury Report, the City has proposed an alternate approach that includes a simple joint power agreement between the District and City that would authorize the City to operate the system for the benefit of all ratepayers as one system with the same rates and the same services. The agreement requires a simple vote of both agencies and could be implemented immediately. This approach is supported by the City Council, but has yet to be supported by a majority of the Ukiah Valley Sanitation District Board of Directors. The City will continue to seek engagement, but the timeline for implementation is contingent upon the District.



AGENDA SUMMARY REPORT

SUBJECT: Introduction and Adoption of Urgency Ordinance to Amend the City of Ukiah's Camping Ordinance.

DEPARTMENT: Community Services

PREPARED BY: Darcy Vaughn

ATTACHMENTS:

[Attachment 1 - Camping Ordinance Revision Final REDLINE](#)

[Attachment 2 - Camping Ordinance Revision Final CLEAN](#)

Summary: The City Council will consider introducing and adopting an urgency ordinance ("Urgency Ordinance") amending the City's Camping Ordinance.

Background: A recent decision from the United States Court of Appeals for the Ninth Circuit, *Martin v. City of Boise*, dealt with the issue of whether cities can make it a criminal offense to "camp" or sleep on public property. The Ninth Circuit held that criminalizing sleeping on public property violates the Eighth Amendment of the United States Constitution: "[T]he government cannot criminalize indigent, homeless people for sleeping outdoors, on public property, on the false premise they had a choice in the matter." The Ninth Circuit went on to explain that unless there is enough shelter space for the homeless population of a city, city officials can't enforce anti-vagrancy laws or prohibitions against camping in public parks or sidewalks. However, the *Martin v. City of Boise* decision does not prevent local governments from limiting and regulating sitting, lying, and sleeping in public, including prohibiting sitting, lying, or sleeping in public at particular times or in particular locations and prohibiting the construction of campsites and accumulation of possessions on public property.

RECOMMENDED ACTION: Introduce and adopt an urgency ordinance of the City Council of the City of Ukiah amending Article 8, entitled "Camping" in Division 7, Chapter 1 of the Ukiah City Code.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

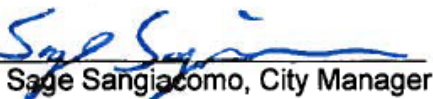
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

Approved:


Sage Sangiacomo, City Manager

Because of the Martin v. City of Boise decision, and because there is not currently adequate shelter space for the homeless population in Ukiah, the City is unable to enforce its Camping Ordinance as currently written. As such, it is necessary to amend the Camping Ordinance so that it is enforceable and to include those limitations on camping on public property that the Ninth Circuit stated the City cannot prohibit. The Urgency Ordinance is drafted as an urgency ordinance because of the detrimental effects to public health and safety and environmental hazards that have resulted from the City's inability to enforce its Camping Ordinance.

Discussion: The Urgency Ordinance (Attachments 1-redline, and 2-clean) amends the Camping Ordinance to comply with the Martin v. City of Boise decision, add time and place restrictions to camping in those instances in which camping cannot be wholly prohibited due to lack of shelter space, and to prohibit establishment of permanent camp sites.

Specifically, the Urgency Ordinance states that no one can be cited for violating the Camping Ordinance unless the person has been informed of available shelter, there is available space in that shelter, and the person voluntarily refuses to sleep overnight in the shelter. The Urgency Ordinance also states that camping in a floodway or on sidewalks is prohibited in any circumstance. In addition, the Urgency Ordinance prohibits camping on public property between the hours of 7am and 10pm. Finally, the Urgency Ordinance prohibits establishing a campsite consisting of more than sixty-four square feet in area per person, and constructing and occupying permanent structures.

Staff is recommending introduction and adoption of the Camping Ordinance, which would go into effect immediately.

ORDINANCE NO. _____

**URGENCY ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF UKIAH AMENDING DIVISION 7, CHAPTER 1,
ARTICLE 8 OF THE UKIAH CITY CODE, ENTITLED
“CAMPING.”**

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

SECTION ONE. Article 8, entitled “Camping” in Division 7, Chapter 1 of the Ukiah City Code is hereby amended to read as follows.

ARTICLE 8. CAMPING

SECTION:

§6080: Definitions

§6081: Unlawful Camping

§6082: Special Event Permit

§6083: Storage Of Personal Property On Public Or Private Property

§6084: Penalty For Violation

§6085: Enforcement

§6080 DEFINITIONS

The following words shall have the following meanings, when used in this article, unless the context clearly indicates otherwise:

CAMP FACILITIES: Tents, tent-like shelter, huts, motor vehicles, recreational vehicles or temporary or PERMANENT structures, when placed on PUBLIC or PRIVATE PROPERTY for the purpose of camping or when used on PUBLIC or PRIVATE PROPERTY to CAMP.

CAMP OR CAMPING: To sleep overnight at a specific location on PUBLIC or PRIVATE PROPERTY, either in the open air or using CAMP FACILITIES and CAMP PARAPHERNALIA, including to place, pitch, or use CAMP FACILITIES or CAMP PARAPHERNALIA for such purposes.

CAMP PARAPHERNALIA: Bedrolls, blankets, tarpaulins, cots, beds, sleeping bags, tents, hammocks, mattresses, sleeping pads, items used for cooking food or similar equipment when placed on PUBLIC or PRIVATE PROPERTY for the purpose of CAMPING or when used to CAMP. CAMP PARAPHERNALIA also includes other personal effects, when used or stored with CAMP PARAPHERNALIA as described herein.

ESTABLISH: Setting up or moving equipment, supplies or materials onto PUBLIC or PRIVATE PROPERTY to CAMP.

FLOODWAY: The area designated as “floodway” on the Flood Boundary Floodway Map issued by the Federal Emergency Management Authority (“FEMA”) for the City of Ukiah, regardless of ownership, and any other area within fifty feet of the channel of a creek,

stream, river or drainage facility the purpose of which is to channel water to a creek, stream or river.

MAINTAIN: Keeping or permitting equipment, supplies or materials to remain on PUBLIC or PRIVATE PROPERTY in order to CAMP or using CAMP FACILITIES.

OPERATE: Participating or assisting in establishing or maintaining a CAMP or CAMP FACILITY.

PERMANENT when used in reference to structures: Any structure that cannot be broken down, packed up, and removed from a CAMP site as readily as a tent or tent-like structure.

PRIVATE PROPERTY: Real property that is not PUBLIC PROPERTY, including, but not limited to, STREETS, sidewalks, alleys, and improved or unimproved land.

PUBLIC PROPERTY: Real property that is owned by a government body or agency such as, but not limited to, the federal government, the State of California, the County of Mendocino, the City of Ukiah, and special districts, regardless of the form of ownership, including, but not limited to, STREETS, sidewalks, alleys, and improved or unimproved land and parks.

RECREATIONAL VEHICLE: As defined in California Health and Safety Code section 18010.

RECREATIONAL VEHICLE PARK OR MOBILE HOME PARK: Any area of land within the city licensed pursuant to the California Health and Safety Code as a mobile home park, as defined in California Health and Safety Code section 18214, or a special occupancy park as defined in California Health and Safety Code section 18862.43, which has a currently effective city business license, and in which space is rented or held out for CAMPING.

STORE: To put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

STREET: A street, alley, way or place of whatever nature, publicly or privately maintained for purposes of vehicular travel. "Street" includes highway, as that term is defined in the California Vehicle Code

§6081 UNLAWFUL CAMPING

Except as provided in subsections D1 through D4 of this section, it is unlawful and a public nuisance for any person to CAMP, or to ESTABLISH, MAINTAIN, OPERATE OR OCCUPY CAMP FACILITIES, or use CAMP PARAPHERNALIA in the areas listed in subsections A-C:

- A. Any PUBLIC PROPERTY, except when permitted under subsection D;
- B. Within any FLOODWAY;
- C. Any PRIVATE PROPERTY, except when permitted under subsection D.

D. The prohibitions on CAMPING do not apply to:

1. CAMPING on private residential property by friends or family of the property owner or person in lawful possession of the property, so long as the owner or lawful occupant consents, and the CAMPING does not create a public or private nuisance;
2. Mobile home parks and special occupancy parks or other locations where CAMPING is specifically allowed under the Ukiah City Code;
3. CAMPING in public parks pursuant to section 1967 of this Code; and
4. CAMPING on PUBLIC or PRIVATE PROPERTY in connection with a special event, when authorized pursuant to section 6082 of this article.

E. No person shall be in violation of this section unless:

1. The person is informed of the location of homeless shelters currently in operation in the City or outside of but within one mile of the City limits;
2. Such shelter is actually available to the person; and
3. The person voluntarily refuses to sleep overnight in such shelter.

F. Subsection E of this Section shall not apply to CAMPING in any FLOODWAY or on sidewalks.

G. In the event that the requirements set forth in Subsection E of this Section are not met, ESTABLISHMENT, MAINTAINANCE, OPERATION OR OCCUPATION of CAMP FACILITIES, or use of CAMP PARAPHERNALIA is prohibited between the hours of 7:00am and 10:00pm and constitutes a violation of this Section 6081, except as authorized in Subsection D.

H. In the event that the requirements set forth in Subsection E of this Section are not met, ESTABLISHMENT, MAINTAINANCE, OPERATION OR OCCUPATION of CAMP FACILITIES, or use of CAMP PARAPHERNALIA within an area larger than sixty-four (64) square feet per person is prohibited and constitutes a violation of this Section 6081, except as authorized in Subsection D.

I. Construction and occupation of PERMANENT structures for CAMPING, attaching PERMANENT structures to trees or other onsite fixtures and the associated installation of fencing or similar installations is prohibited and constitutes a violation of Section 6081.

§6082 SPECIAL EVENT PERMIT

The city manager or his or her designee may issue a permit pursuant to this section authorizing CAMPING on PUBLIC or PRIVATE PROPERTY for a special event, provided he or she can find that the event will not cause a public or private nuisance, when conducted in accordance with reasonable conditions intended to avoid nuisance impacts. "Special event", as used herein, means an event sponsored by the city or a nonprofit or community based organization of not more than seventy two (72) hours'

duration which is conducted for the purpose of promoting sports, education, or other charitable activities.

A. The city manager or his or her designee shall require a written application from the sponsoring organization for CAMPING in connection with a special event. No such application shall be required for a city sponsored event. The application shall contain such information as the city manager shall determine necessary in order to assure compliance with this section.

B. The sponsoring organization must agree in writing to abide by any reasonable conditions imposed in connection with the issuance of a permit, which shall include, at a minimum:

1. Special event insurance with coverage and policy limits determined to be adequate by the city in consultation with its liability insurer;
2. An agreement to indemnify and defend the city against any claims arising out of the event;
3. Provision for adequate sanitation and trash collection facilities; and
4. Measures to control noise and other conditions which could disturb the peace and quiet enjoyment of neighboring properties.

C. Any failure to comply with a condition imposed on a sponsoring organization shall be considered a violation of this article, shall entitle the city manager to deny a future application by such organization, and shall be subject to any other remedies authorized by this code or other provisions of law.

§6083 STORAGE OF PERSONAL PROPERTY ON PUBLIC OR PRIVATE PROPERTY

It is unlawful and a public nuisance for any person to STORE CAMP PARAPHERNALIA in the following areas:

- A. Any PUBLIC PROPERTY;
- B. Any FLOODWAY; or
- C. Outside a structure on any PRIVATE PROPERTY without the prior written consent of the owner.

§6084 ENFORCEMENT

The Ukiah Police Department shall adopt a policy establishing procedures to be followed by its officers in the enforcement of this Article 8 that prevent the Article from being enforced in an arbitrary or discriminatory manner and that prevent the violation of the constitutional right to due process and to be free from unreasonable search or seizure. The City Council shall adopt by resolution procedures for removing personal property from an area used for CAMPING in violation of this Article 8 and provide an

opportunity and procedure for any person to claim property removed by the City from a site used for CAMPING in violation of this Article 8.

§6084 PENALTY FOR VIOLATION

A violation of this Article is a misdemeanor subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment in the county jail for a period not exceeding three (3) months, or by both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

SECTION TWO. URGENCY ORDINANCE

This Ordinance is hereby declared to be necessary for the immediate preservation of the public peace, health, and safety and will take effect and be in force upon its adoption by a fourth-fifths (4/5) vote of the members of the Ukiah City Council. The facts constituting the urgency are as follows:

1. A recent decision from the United States Court of Appeals for the Ninth Circuit, *Martin v. City of Boise*, limits local governments from enforcing prohibitions on sitting, lying, and sleeping in public in the event that there are no spaces available in homeless shelters in that jurisdiction.
2. Because of the *Martin v. City of Boise* decision, the City is unable to enforce its Camping Ordinance as currently written.
3. The City's inability to enforce its Camping Ordinance has had a significant detrimental effect on the public peace, health, and safety as permanent, large-scale camp sites were established in environmentally sensitive, public areas, including areas in close proximity to creeks, streams and rivers.
4. The establishment of permanent, large-scale camp sites in environmentally sensitive, public areas resulted in an accumulation of trash, food waste, and human waste in these areas and other unhealthful and unsanitary conditions.
5. The establishment of permanent, large-scale camp sites in environmentally sensitive, public areas also interfered with the general public's access to and use of these areas.
6. In addition, these permanent, large-scale camp sites were used as a dump site for large items by members of the public who were not residents of the camp sites.
7. The *Martin v. City of Boise* decision does not prevent local governments from limiting and regulating sitting, lying, and sleeping in public, including prohibiting sitting, lying, or sleeping in public at particular times or in particular locations and prohibiting the construction of campsites and accumulation of possessions on public property.
8. Unauthorized overnight camping has increased in the City and the adverse impacts from such activity continue to be a significant public health and environmental problem in the City.

9. By adopting these amendments to the City's Camping Ordinance, the City Council can address the significant public health and safety impacts of unauthorized overnight camping by clarifying the application of camping restrictions in the City, regulating camping when the unavailability of shelter space prevents enforcement of camping prohibitions, setting time and place limitations on camping and prohibiting the establishment of permanent, large-scale camp sites, and keeping public property accessible and useful to the general public for the purposes for which it was acquired and is maintained.

SECTION THREE.

1. CEQA COMPLIANCE.

The adoption of this Ordinance is not subject to CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change in the environment and because there is no possibility that it may have a significant effect on the environment.

2. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

ORDINANCE NO. _____

**URGENCY ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF UKIAH AMENDING DIVISION 7, CHAPTER 1,
ARTICLE 8 OF THE UKIAH CITY CODE, ENTITLED
“CAMPING.”**

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CAMP PARAPHERNALIA: Bedrolls, blankets, tarpaulins, cots, beds, sleeping bags, tents, hammocks, mattresses, sleeping pads, items used for cooking food or similar equipment when placed on PUBLIC or PRIVATE PROPERTY for the purpose of CAMPING or when used to CAMP. CAMP PARAPHERNALIA also includes other personal effects, when used or stored with CAMP PARAPHERNALIA as described herein.

ESTABLISH: Setting up or moving equipment, supplies or materials onto PUBLIC or PRIVATE PROPERTY to CAMP.

FLOODWAY: The area designated as “floodway” on the Flood Boundary Floodway Map issued by the Federal Emergency Management Authority (“FEMA”) for the City of Ukiah, regardless of ownership, and any other area within fifty feet of the channel of a creek,

stream, river or drainage facility the purpose of which is to channel water to a creek, stream or river.

MAINTAIN: Keeping or permitting equipment, supplies or materials to remain on PUBLIC or PRIVATE PROPERTY in order to CAMP or using CAMP FACILITIES.

OPERATE: Participating or assisting in establishing or maintaining a CAMP or CAMP FACILITY.

PERMANENT when used in reference to structures: Any structure that cannot be broken down, packed up, and removed from a CAMP site as readily as a tent or tent-like structure.

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STREET: A street, alley, way or place of whatever nature, publicly or privately maintained for purposes of vehicular travel. "Street" includes highway, as that term is defined in the California Vehicle Code

§6081 UNLAWFUL CAMPING

Except as provided in subsections D1 through D4 of this section, it is unlawful and a public nuisance for any person to CAMP, or to ESTABLISH, MAINTAIN, OPERATE OR OCCUPY CAMP FACILITIES, or use CAMP PARAPHERNALIA in the areas listed in subsections A-C:

- A. Any PUBLIC PROPERTY, except when permitted under subsection D;
- B. Within any FLOODWAY;
- C. Any PRIVATE PROPERTY, except when permitted under subsection D.

D. The prohibitions on CAMPING do not apply to:

1. CAMPING on private residential property by friends or family of the property owner or person in lawful possession of the property, so long as the owner or lawful occupant consents, and the CAMPING does not create a public or private nuisance;
2. Mobile home parks and special occupancy parks or other locations where CAMPING is specifically allowed under the Ukiah City Code;
3. CAMPING in public parks pursuant to section 1967 of this Code; and
4. CAMPING on PUBLIC or PRIVATE PROPERTY in connection with a special event, when authorized pursuant to section 6082 of this article.

E. No person shall be in violation of this section unless:

1. The person is informed of the location of homeless shelters currently in operation in the City or outside of but within one mile of the City limits;
2. Such shelter is actually available to the person; and
3. The person voluntarily refuses to sleep overnight in such shelter.

F. Subsection E of this Section shall not apply to CAMPING in any FLOODWAY or on sidewalks. G. In the event that the requirements set forth in Subsection E of this Section are not met, ESTABLISHMENT, MAINTAINANCE, OPERATION OR OCCUPATION of CAMP FACILITIES, or use of CAMP PARAPHERNALIA is prohibited between the hours of 7:00am and 10:00pm and constitutes a violation of this Section 6081, except as authorized in Subsection D. H. In the event that the requirements set forth in Subsection E of this Section are not met, ESTABLISHMENT, MAINTAINANCE, OPERATION OR OCCUPATION of CAMP FACILITIES, or use of CAMP PARAPHERNALIA within an area larger than sixty-four (64) square feet per person is prohibited and constitutes a violation of this Section 6081, except as authorized in Subsection D.

I. Construction and occupation of PERMANENT structures for CAMPING, attaching PERMANENT structures to trees or other onsite fixtures and the associated installation of fencing or similar installations is prohibited and constitutes a violation of Section 6081.

§6082 SPECIAL EVENT PERMIT

The city manager or his or her designee may issue a permit pursuant to this section authorizing CAMPING on PUBLIC or PRIVATE PROPERTY for a special event, provided he or she can find that the event will not cause a public or private nuisance, when conducted in accordance with reasonable conditions intended to avoid nuisance impacts. "Special event", as used herein, means an event sponsored by the city or a nonprofit or community based organization of not more than seventy two (72) hours' duration which is conducted for the purpose of promoting sports, education, or other charitable activities.

A. The city manager or his or her designee shall require a written application from the sponsoring organization for CAMPING in connection with a special event. No such application shall be required for a city sponsored event. The application shall contain such information as the city manager shall determine necessary in order to assure compliance with this section.

B. The sponsoring organization must agree in writing to abide by any reasonable conditions imposed in connection with the issuance of a permit, which shall include, at a minimum:

1. Special event insurance with coverage and policy limits determined to be adequate by the city in consultation with its liability insurer;
2. An agreement to indemnify and defend the city against any claims arising out of the event;
3. Provision for adequate sanitation and trash collection facilities; and
4. Measures to control noise and other conditions which could disturb the peace and quiet enjoyment of neighboring properties.

C. Any failure to comply with a condition imposed on a sponsoring organization shall be considered a violation of this article, shall entitle the city manager to deny a future application by such organization, and shall be subject to any other remedies authorized by this code or other provisions of law.

§6083 STORAGE OF PERSONAL PROPERTY ON PUBLIC OR PRIVATE PROPERTY

It is unlawful and a public nuisance for any person to STORE CAMP PARAPHERNALIA in the following areas:

A. Any PUBLIC PROPERTY;

B. Any FLOODWAY; or

C. Outside a structure on any PRIVATE PROPERTY without the prior written consent of the owner.

§6084 ENFORCEMENT

The Ukiah Police Department shall adopt a policy establishing procedures to be followed by its officers in the enforcement of this Article 8 that prevent the Article from being enforced in an arbitrary or discriminatory manner and that prevent the violation of the constitutional right to due process and to be free from unreasonable search or seizure. The City Council shall adopt by resolution procedures for removing personal property from an area used for CAMPING in violation of this Article 8 and provide an opportunity and procedure for any person to claim property removed by the City from a site used for CAMPING in violation of this Article 8.

§6084 PENALTY FOR VIOLATION

A violation of this Article is a misdemeanor subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment in the county jail for a period not exceeding three (3) months, or by both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

SECTION TWO. URGENCY ORDINANCE

This Ordinance is hereby declared to be necessary for the immediate preservation of the public peace, health, and safety and will take effect and be in force upon its adoption by a fourth-fifths (4/5) vote of the members of the Ukiah City Council. The facts constituting the urgency are as follows:

1. A recent decision from the United States Court of Appeals for the Ninth Circuit, *Martin v. City of Boise*, limits local governments from enforcing prohibitions on sitting, lying, and sleeping in public in the event that there are no spaces available in homeless shelters in that jurisdiction.
2. Because of the *Martin v. City of Boise* decision, the City is unable to enforce its Camping Ordinance as currently written.
3. The City's inability to enforce its Camping Ordinance has had a significant detrimental effect on the public peace, health, and safety as permanent, large-scale camp sites were established in environmentally sensitive, public areas, including areas in close proximity to creeks, streams and rivers.
4. The establishment of permanent, large-scale camp sites in environmentally sensitive, public areas resulted in an accumulation of trash, food waste, and human waste in these areas and other unhealthful and unsanitary conditions.
5. The establishment of permanent, large-scale camp sites in environmentally sensitive, public areas also interfered with the general public's access to and use of these areas.
6. In addition, these permanent, large-scale camp sites were used as a dump site for large items by members of the public who were not residents of the camp sites.
7. The *Martin v. City of Boise* decision does not prevent local governments from limiting and regulating sitting, lying, and sleeping in public, including prohibiting sitting, lying, or sleeping in public at particular times or in particular locations and prohibiting the construction of campsites and accumulation of possessions on public property.
8. Unauthorized overnight camping has increased in the City and the adverse impacts from such activity continue to be a significant public health and environmental problem in the City.
9. By adopting these amendments to the City's Camping Ordinance, the City Council can address the significant public health and safety impacts of unauthorized overnight

camping by clarifying the application of camping restrictions in the City, regulating camping when the unavailability of shelter space prevents enforcement of camping prohibitions, setting time and place limitations on camping and prohibiting the establishment of permanent, large-scale camp sites, and keeping public property accessible and useful to the general public for the purposes for which it was acquired and is maintained.

SECTION THREE.

1. CEQA COMPLIANCE.

The adoption of this Ordinance is not subject to CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change in the environment and because there is no possibility that it may have a significant effect on the environment.

2. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: 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

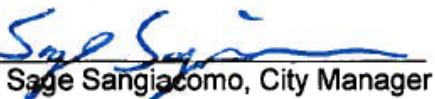
PROPOSED BUDGET AMOUNT: N/A

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
Greater Ukiah Business & Tourism Alliance	TBD	200 S School St. Ukiah, CA 95482	200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Orozco Mulheren- Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 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
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

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

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