



City Council Regular Meeting
AGENDA

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

August 7, 2019 - 6:00 PM

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. [Introduction of New Employees: Tyler Anderson, Environmental Laboratory Technician; Nicholas Weiss, Water/Sewer Attendant I; Kevin Smallcomb, Sports Coordinator; and Jose Najera, Facility Maintenance Attendant.](#)

Recommended Action: Welcome new employees to the City of Ukiah.

[None](#)

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

- 5.a. [Approval of the July 17, 2019, Regular Meeting Minutes.](#)

Recommended Action: Approve the Minutes of July 17, 2019, a Regular Meeting, as submitted.

[Attachment 1 - Draft Minutes of July 17, 2019](#)

6 RIGHT TO APPEAL DECISION

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

7 CONSENT CALENDAR

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

- 7.a. [Report of Disbursements for the Month of June 2019.](#)

Recommended Action: Approve the Report of Disbursements for the month of June 2019.

[Attachment 1 - June 2019 Summary of Disbursements](#)

Attachment 2 - Account Codes for Reference
Attachment 3 - Object Codes for Reference
Attachment 4 - June 2019 Disbursement Detail

- 7.b. Receive Annual Report of Boards and Commission Term Expirations and Vacancies, and Adopt Resolution Appointing Jay Stein to the Airport Commission and Susan Marie Knopf to the Paths, Open Space, and Creeks Commission (POSCC) and Parks, Recreation, and Golf Commission.

Recommended Action: 1. Receive report on the current City Boards and Commissions term expirations and vacancies.

2. Accept the nominations and adopt the resolution appointing Andrew Jay Stein to the Airport Commission, and Susan Marie Knopf to the Paths, Open Space and Creeks Commission and Parks, Recreation, and Golf Commission.

Attachment 1 - Resolution 2014-48 - Amending Procedures for Filling Vacancies on City B&Cs

Attachment 2 - B&C Applications

Attachment 3 - Nominations

Attachment 4 - Vacancy Notice and Terms

Attachment 5 - Proposed Resolution

- 7.c. Annual Review of Mobilehome Park Stabilization Fees and Activities, Possible Adoption of Resolution Amending Resolution No. 2018-22; and Approval to Waive Fees for the FY 2018-19.

Recommended Action: Receive report on the Mobilehome Park Stabilization Administrative Costs and Activities, adopt the Resolution amending Exhibit A to Resolution 2018-22 adjusting the administrative costs, and approve waiving fees for FY 2018-19.

Attachment 1 - Resolution 2018-22 - Rent Stabilization Admin Fees for Mobilehome Parks

Attachment 2 - Letter to Residents

Attachment 3 (a&b) - Proposed Resolution - redline and clean

- 7.d. Adoption of Resolution Approving Records Destruction.

Recommended Action: Adopt resolution authorizing the destruction of 17 boxes of outdated documents.

Attachment 1 - Resolution with Exhibit A

- 7.e. Approve a Budget Amendment to Fund the Open Space Contractual Services Account for Possible Expenses in the 2019/2020 Fiscal Year Related to the Donation, Acquisition, and/or Improvement of Open Space.

Recommended Action: Approve a budget amendment to fund the Open Space contractual services account for possible expenses over the fiscal year related to the donation, acquisition, and/or improvement of open space in the amount of up to \$31,560.

None

- 7.f. Notification to Council of Revised Personnel Schedule in 2019-20 City Budget Document.

Recommended Action: Receive notification of revised Personnel Schedule in FY 2019-20 City budget document.

Attachment 1 - Personnel Schedule FY 2019-20

Attachment 2 - Summary of Personnel Changes FY 2019-20

- 7.g. Authorize City Manager to Negotiate and Execute an Agreement with the Ukiah Brewing Company for Concessions at the Ukiah Skate Park.

Recommended Action: Authorize City Manager to negotiate and execute the concessions agreement for the Ukiah Skate Park.

Attachment 1 - Ukiah Brewing Company Project Proposal

Attachment 2 - UBC Skate Park Concession Contract 2019

- 7.h. Approve a Budget Amendment to Fund the Reimbursement Expense of a Joint Study Between the City of Ukiah, and the Cities of Willits and Fort Bragg, for Professional Services Regarding Property Tax Distribution for this Fiscal Year Not to Exceed \$6,700.

Recommended Action: Approve a budget amendment to fund the reimbursement expense of a joint study between the City of Ukiah, and the Cities of Willits and Fort Bragg, for professional services regarding property tax distribution for this fiscal year not to exceed \$6,700.

None

- 7.i. Approval of Plans and Specifications for the 2019 Slurry Seal of Local Streets and Authorize Staff to Issue Bids for Specifications No. 19-10.

Recommended Action: Approve Plans and Specifications for the 2019 Slurry Seal of Local Streets and Authorize Staff to Issue Bids for Specifications No. 19-10.

Attachment 1 - Plans 19-10 - 2019 SLURRY SEAL OF LOCAL STREETS

Attachment 2 - Specs 19-10 - 2019 SLURRY SEAL OF LOCAL STREETS

- 7.j. Authorize the City Manager to Terminate Existing Contract with Briscoe, Ivester, and Bazel, and Negotiate and Execute a Contract for Legal Services with Welty, Weaver, and Currie for Counsel on Issues Related to Water, Natural Resources, and Planning.

Recommended Action: Authorize the City Manager to terminate the existing contract with Briscoe, Ivester, and Bazel, and negotiate and execute a contract for legal services with Welty, Weaver, and Currie for counsel on issues related to water, natural resources, and planning.

Attachment 1 - Draft Agreement - Welty, Weaver and Currie

- 7.k. Report of Contract in the Amount of \$10,668.00 with Hunters Services for Pest Control Services at Various City of Ukiah Locations.

Recommended Action: Receive report regarding contract amendment with Hunters Services for Pest Control Services at various City of Ukiah locations.

Attachment 1 - Original Contract

Attachment 2 - Amendment 1

- 7.l. Award of Contract to Golden Bell Products in the Amount of \$26,632.50 for Insecta Application to 1,005 Manholes and Approval of Corresponding Budget Amendment.

Recommended Action: Award contract to Golden Bell Products in the amount of \$26,632.50 for Insecta application to 1,005 manholes and approval of budget amendment transferring \$6,632.50 from 84000000 Wastewater reserves, to 84027221.52100 Wastewater Contractual Services.

None

- 7.m. Report to the City Council of the Contract Expenditure with Laco Associates for the Preparation and Filing of the Hazard Mitigation Grant Application in the Amount of \$19,500.00 (EUD)

Recommended Action: Report to the City Council of the Contract Expenditure with Laco Associates for the Preparation and Filing of the Hazard Mitigation Grant Application in the Amount of \$19,500.00 (EUD)

None

- 7.n. [Award Three-Year Contract to Evergreen Job and Safety Training in the Amount of \\$77,140.64 to Provide Job and Safety Training for the Electric Utility Employees. \(EUD\)](#)
Recommended Action: Award Three-Year Contract to Evergreen Job and Safety Training in the Amount of \$77,140.64 to Provide Job and Safety Training for the Electric Utility Employees.
[Attachment 1 Evergreen Job & Safety Training Proposal](#)
- 7.o. [Award Bid to Bartley Pump in the Amount of \\$137,650 for the Installation of the El Dorado Sewer Lift Station.](#)
Recommended Action: Award Bid to Bartley Pump in the amount of \$137,650 for the installation of the El Dorado Sewer Lift Station.
[Attachment 1 - Bid_Results_Spec 19-13 El Dorado Lift Station](#)
[Attachment 2 - Bartley Pump Bid](#)
- 7.p. [Approve Amending the Budget for Housing Accounts.](#)
Recommended Action: Approve amending the budget for Housing accounts.
None
- 7.q. [Approve Cancellation of Purchase Order 45951 with Redwood Ford for a New 2020 Ford Explorer Interceptor, and Approve Re-Bid for a 3/4 Ton Crew Cab Truck.](#)
Recommended Action: Approve cancellation of Purchase Order 45951 with Redwood Ford for a new 2020 Ford Explorer Interceptor, and approve a re-bid for a new 3/4 Ton Crew Cab Truck.
[Attachment 1 - PO 45951](#)
[Attachment 2 - V3164 - FIRE - COMMAND VEHICLE- Final](#)
[Attachment 3 - Correspondence from Redwood Ford](#)

8 AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9 COUNCIL REPORTS

10 CITY MANAGER/CITY CLERK REPORTS

11 PUBLIC HEARINGS (6:15 PM)

12 UNFINISHED BUSINESS

- 12.a. [Receive a Status Update on the County's Development of a Potential Exclusive Operating Agreement for Inland Mendocino County Ambulance Services, and Consider the City of Ukiah's Continued Participation.](#)
Recommended Action: Authorize notice to the County of Mendocino declining inclusion in the County's exclusive operating area, and authorize staff to identify and evaluate options for the continued delivery of EMS services within the City of Ukiah.
[Attachment #1 - 03-02-16 13f Signed Letter](#)
[Attachment #2 - MOU EOA County of Mendocino 2018-05-20](#)
[Attachment #3 - 2019-02-28 Ltr fm City to County RE EOA RFP](#)

Attachment #4 - Ltr Agreement extending MOU County EOA 3-4-19

Attachment #5 - City RFP Questions 3-22-19

12.b. [Possible Adoption of Broadband Deployment Ordinance.](#)

Recommended Action: Staff asks that the City Council adopt the Broadband Deployment Ordinance.

[Attachment 1 - Broadband Deployment Ordinance](#)

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

12.c. [Award of Bid to Apparent Low Bidder in an Amount to be Provided for the Northwestern Pacific Rail Trail, Phase 3 Specification No. 18-04, and Possible Budget Amendment.](#)

Recommended Action: Award of bid to apparent low bidder in an amount to be provided for the Northwestern Pacific Rail Trail, Phase 3, Specification No. 18-04 and, if necessary, approve budget amendment.

[None](#)

12.d. [Award of Bid to Apparent Low Bidder in an Amount to be Provided for the 2019 Street Reconstruction Project, Specification No. 19-09 and Possible Budget Amendment.](#)

Recommended Action: Award of bid to apparent low bidder in an amount to be provided for the 2019 Street Reconstruction Project, Specification No. 19-09 and, if necessary, authorize corresponding budget amendment.

[None](#)

12.e. [Award of Contract for Gobbi Street Underground District No. 3, Specification No. 19-03 to St. Francis Electric, LLC in the Amount of \\$2,024,419, and Approve Budget Amendment in the Amount of \\$1,900,000 \(EUD\).](#)

Recommended Action: Award of Contract for Gobbi Street Underground District No. 3, Specification No. 19-03 to St. Francis Electric, LLC in the Amount of \$2,024,419, and Approve Budget Amendment in the Amount of \$1,900,000 (EUD).

[Attachment 1 Gobbi Re-Bid Results](#)

[Attachment 2 - St. Francis Electric Bid - Gobbi Street Undergrounding](#)

12.f. [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 Draft 2 REDLINE](#)

[Attachment 2 - Camping Ordinance Revision Draft 2 CLEAN](#)

13 **NEW BUSINESS**

13.a. [Award Contract for Specification #E32818 – Installing Underground Conduit and Associated Equipment on North Orchard Avenue to Diamond D Construction, LLC of Ukiah, CA in the amount of \\$44,052.25. \(EUD\)](#)

Recommended Action: Award Contract to Diamond D Construction, LLC in the amount of \$44,052.25. (EUD)

[Attachment 1 Bid Results-Orchard Realignment](#)

[Attachment 2 Diamond D Bid-Orchard Realignment](#)

- 13.b. Discuss and Consider Responses to the Ukiah Valley Sanitation District Regarding the Calculation of ESSUS and Notice to Assume Billing and Collection.
Recommended Action: Discuss and consider responses to the Ukiah Valley Sanitation District and provide any necessary direction to staff.
Attachment #1 - ESSU Calculations 2019-7-9
Attachment #2 - Ltr to James Regarding calculating connection fees
Attachment #3 - 2019-07-11 UVSD to City RE Billing and Collection Services
Attachment #4 - Sangiacomo letter to District re notice DB edits 7-31-19revDR
- 13.c. Approval of Proposal for a General Capital Equipment Municipal Lease Agreement with Umpqua Bank.
Recommended Action: Approve proposal for a general capital equipment municipal lease agreement with Umpqua Bank for the financing of capital equipment as needed for a one-year term, and authorize the City Manager to approve the extension for two additional years.
Attachment 1 - Umpqua Bank Proposal 10yr2019
Attachment 2 - Purchase Order No. 45813
Attachment 3 - Amortization Schedule
- 13.d. 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-K-CVPT-2018-70200
Recommended Action: Confer in Closed Session
- 14.c. Conference with Legal Counsel – Existing Litigation
(Cal. Gov't Code Section 54956.9(d)(1))
Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. 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: 002-192-14-00 (280 E. Standley)
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Onetogether Solutions
Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session
- 14.g. Public Employee Performance Evaluation
Government Code Section 5495
Title: City Manager
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 Employees: Tyler Anderson, Environmental Laboratory Technician; Nicholas Weiss, Water/Sewer Attendant I; Kevin Smallcomb, Sports Coordinator; and Jose Najera, Facility Maintenance Attendant.

DEPARTMENT: Human Resources

PREPARED BY: Kristine Lawler

ATTACHMENTS:

None

Summary: The City Council will welcome the following new employees to the City of Ukiah team: Tyler Anderson, Environmental Laboratory Technician; Nicholas Weiss, Water/Sewer Attendant I; Kevin Smallcomb, Sports Coordinator; and Jose Najera, Facility Maintenance Attendant.

Background: The City of Ukiah and the Public Works, Water Resources, and Community Services departments are pleased to introduce our new employees:

Tyler Anderson, Environmental Laboratory Technician – Tyler will perform laboratory analysis of water, wastewater and sludges and submit the required reports. He has two young boys who are his world. Apollo is seven years old and Killian is four. Most of his free time is spent with them and his wife, Megan. They all love playing video games together

Nicholas Weiss, Water/Sewer Attendant I – Nick will perform a variety of skilled pipe and related work on the installation, maintenance and repair of water and sewer lines, storm drains and services. He is a married family man with two beautiful daughters. He moved to Ukiah seven years ago. He enjoys camping and the outdoors.

RECOMMENDED ACTION: Welcome new employees to the City of Ukiah.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

Kevin Smallcomb, Sports Coordinator – Kevin comes to us most recently from the Boys and Girls Club of Ukiah, where he was the Program Director. Prior to that, Kevin had two Division One Baseball coaching stints, one at University of Northern Colorado and most recently at Youngstown State. Kevin has also been the Athletic Director and Head Baseball Coach at Mendocino College as well as other high-level sports-related jobs. Kevin enjoys spending time with his family as well as hunting and fishing in his spare time.

Jose Najera, Facility Maintenance Attendant - Jose will be performing duties in the daily operation and maintenance of facilities, assisting persons utilizing the Conference Center, parks and other City facilities. Some of his hobbies include Japanese sports cars and spending quality time with family.

Discussion: Please join us in welcoming these new employees.



AGENDA SUMMARY REPORT

SUBJECT: Approval of the July 17, 2019, Regular Meeting Minutes.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Draft Minutes of July 17, 2019](#)

Summary: Council will consider approving the Minutes of July 17, 2019, a Regular Meeting (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of July 17, 2019, a Regular Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
July 17, 2019
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Regular Meeting on July 17, 2019, having been legally noticed on July 12, 2019. Mayor Mulheren called the meeting to order at 6:01p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, and Maureen Mulheren. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR MULHEREN PRESIDING.

The Pledge of Allegiance was led by Vice Mayor Crane.

URGENCY ITEM

Presenter: Craig Schlatter, Community Development Director.

Motion/Second: Crane/Scalmanini to accept the urgency item due to timelines and place as agenda item 13d. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Introduction of New Public Safety Dispatcher Stacey Schofield.

Presenter: Justin Wyatt, Police Chief.

Staff Comment: Stacey Schofield, Public Safety Dispatcher.

Introduction was received.

b. Presentation by Zero Waste Mendo.

Presenter: Heather Guevara, Zero Waste Mendo.

Public Comment: Robin Sunbeam and Ike Heinz.

Presentation was received.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the July 3, 2019, Regular Meeting Minutes.

Motion/Second: Brown/Orozco to approve Minutes of July 3, 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. Approval of Contract (*COU No. 1920-091*) 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 – *Water Resources*.
- b. Report of Rental Agreement (*COU No. 1920-092*) 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 – *Water Resources*.
- c. Approval of Amendment No. 1 (*COU No. 1617-141-A1*) with SMB Environmental to Update Sections of the Environmental Impact Report for the Ukiah Landfill Closure Project in the Amount of \$22,000 – *Public Works*.
- d. Consideration of Adoption of Resolution (*2019-35*) 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 – *Community Development*.
- 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 (*2019-36*) and Oak Manor Park (*2019-37*) Improvements, and Authorize City Manager to Sign Applications and Grant Documents – *Community Services*.
- f. Adoption of Resolution (*2019-38*) to Extend the Declaration of a Local Emergency Related to the 2019 Winter Storm Event – *Community Services*.
- g. Approve Notice of Completion for Vinewood Park Renewal - Phase 1, Specification 19-02 – *Community Services*.
- h. Award a Contract (*COU No. 1920-093*) 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. – *Electric Utility*.

Motion/Second: Crane/Scalmanini to approve Consent Calendar Items 7a-7h, 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: Councilmember Scalmanini.

10. CITY MANAGER/CITY CLERK REPORTS

Presenter: Sage Sangiacomo, City Manager.

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

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

Presenter: Darcy Vaughn, Assistant City Attorney.

Council Consensus directs the ad hoc and assistant city attorney to continue going in the current direction.

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.

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

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

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

Motion/Second: Crane/Brown to introduce the ordinance adding Article 10 to Article 2 of Division 2 of the Ukiah City Code, entitled "Broadband Deployment," commencing with Section 2400. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Crane, and Mulheren. NOES: Scalmanini. ABSENT: None. ABSTAIN: None.

Motion/Second: Crane/Brown to approve the Community Development Director's determination that the Broadband Deployment Ordinance qualifies for a CEQA Exemption. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Crane, and Mulheren. NOES: Scalmanini. ABSENT: None. ABSTAIN: None.

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.

Presenter: Mel Grandi, Electric Utility Director.

Public Comment: Greg Musgrave, Family Tree Service; Greg Musgrave (speaking a second time.)

Motion/Second: Crane/Brown to 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. 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 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).

Presenter: Greg Owen, Airport Manager.

Motion/Second: Crane/Scalmanini to authorize City Manager to execute grant agreement (COU No. 1920-094) 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. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

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.

Presenter: Greg Owen, Airport Manager.

Motion/Second: Crane/Brown to adopt Resolution (2019-39) 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. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

RECESS: 7:37 – 7:47 p.m.

13. NEW BUSINESS

a. Consideration and Approval of Responses to the Grand Jury Report titled "Ukiah Valley Sanitation District, Change and Transparency Needed."

Presenter: Sean White, Water Resources.

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

Motion/Second: Brown/Scalmanini to approve the required responses to the Grand Jury Report titled "Ukiah Valley Sanitation District, Change and Transparency Needed." Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

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

Presenters: Darcy Vaughn, Assistant City Attorney and Shannon Riley, Deputy City Manager.

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

Motion by Vice Mayor Crane, Seconded by Councilmember Brown to introduce the ordinance by title only, with an amendment to strike the word "overnight" from the definition of camp or camping.

Upon further discussion, Vice Mayor Crane withdrew his motion.

Motion/Second: Crane/Scalmanini to continue this item to the next meeting. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

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).

Presenter: Mayor Mulheren and Shannon Riley, Deputy City Manager.

Council Consensus for Mayor Mulheren to be the representative for the Greater Ukiah Business and Tourism Alliance, and as alternate on the Library Advisory Board.

d. Urgency Item to Adopt Resolution Authorizing Application for, and if Awarded Receipt of, SB 2 Planning Grant Program Funds.

Presenter: Craig Schlatter, Community Development Director.

Motion/Second: Crane/Scalmanini to adopt resolution authorizing application for, and if awarded receipt of, SB 2 Planning Grant Program Funds. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 8:26 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 9:53 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Report of Disbursements for the Month of June 2019.

DEPARTMENT: Finance

PREPARED BY: Candice Rasmason

ATTACHMENTS:

[Attachment 1 - June 2019 Summary of Disbursements](#)

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

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

[Attachment 4 - June 2019 Disbursement Detail](#)

Summary: The Council will review and approve the Report of Disbursements for the month of June 2019.

Background: Payments made during the month of June 2019 are summarized on the Report of Disbursements. Further detail is supplied on the Schedule of Bills, representing the four (4) individual payment cycles within the month.

Accounts Payable Check Numbers (City & UVFA): 3033112-3033224; 3033225-3033317; 3033318-3033416; 3033417-3033572

Accounts Payable Wire Transfers: N/A

Payroll Check Numbers: 507071-507110; 507111-507171

Payroll Manual Check Numbers: 507108, 507109, 507110, 507171

Direct Deposit Numbers: 93289-93505; 93506-93730

Manual Direct Deposit Numbers:

RECOMMENDED ACTION: Approve the Report of Disbursements for the month of June 2019.

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

Void Check Numbers: 3032876, 3033036, 3033035, 3032249, 3033126, 3032952
3032265, 507107, 507118

Void Direct Deposit Numbers: 93475

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

Attachment #1: June 2019 Summary of Disbursements

Attachment #2: Account Codes for Reference

Attachment #3: Object Codes for Reference

Attachment #4: June 2019 Disbursement Detail

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

Attachment 1

FUNDS:

100	General Fund	\$316,417.46	700	Sanitary Disposal Site Fund	\$21,172.22
105	Measure S General Fund		701	Landfill Corrective Fund	
110	Special General Fund		702	Disposal Closure Reserve Fund	
120	Streets Capital Improvement	\$1,188.33	704	Post Closure Fund - Solid Waste	\$0.00
201	Worker's Comp Fund	\$550.96	720	Golf Fund	\$25,572.04
202	Liability Fund		730	Conference Center Fund	\$8,001.93
203	Garage Fund	\$6,812.81	750	Visit Ukiah	\$3,602.18
204	Purchasing Fund	\$1,438.83	777	Airport Fund	\$125,697.24
205	Billing & Collections Fund	\$11,597.37	778	Airport Capital Improvement Fund	\$14,441.50
206	Public Safety Dispatch Fund	\$1,537.25	779	Special Aviation Fund	
207	Payroll Posting Fund	\$239,880.30	800	Electric Fund	\$848,418.15
208	Building Maintenance/Corp Yard Fund	\$26,249.71	801	Electric Capital Reserve Fund	\$584,147.67
209	IT Fund	\$32,050.96	803	Lake Mendocino Bond Reserve	
220	Equipment Reserve Fund		805	Street Lighting Fund	\$12,766.31
249	City Housing Bond Proceeds	\$0.00	806	Public Benefits Fund	\$8,785.66
250	Special Revenue Fund	\$111.70	820	Water Fund	\$527,171.10
251	Special Projects Reserve Fund		822	Water Capital Improvement Fund	\$22,417.48
253	CITY PROP 172	\$634.14	830	Recycled Water Fund	\$1,112,761.77
300	Park Development Fund		840	City/District Sewer Fund	\$237,658.41
301	Anton Stadium Fund	\$0.00	841	Sewer Contruction Fund	
302	Observatory Park Fund		843	Sewer Capital Fund	
304	Swimming Pool Fund	\$0.00	900	Special Deposit Trust	\$15,096.75
305	Riverside Park Fund	\$0.00	901	General Service (Accts Recv)	\$10,370.94
306	Skate Park Fund	\$0.00	902	U.S.W. Billing & Collection	\$36,893.40
310	Museum Grants	\$2,390.00	903	Public Safety - AB 109	\$0.00
311	Alex Rorbaugh Recreation Center Fund	\$4,112.50	905	Federal Emergency Shelter Grant	
312	Downtown Business Improvement Fund		905	Mendocino Emergency Service Authority	
313	LMIHF Housing Asset Fund		911	Russian River Watershed Association	\$70,348.33
314	Winter Special Events		915	UVFD	\$13,750.40
315	Advanced Planning Fund	\$0.00	916	UVFD PROP 172	\$634.15
500	2106 Gas Tax Fund	\$82,232.90	917	UVFD Measure B	\$1,791.25
501	2107 Gas Tax Fund		918	UVFD Mitigation	\$1,361.79
503	2105 Gas Tax Fund		940	Sanitation District Special Fund	\$3,590.56
505	Signalization Fund		943	Sanitation District Capital Improvement Fund	
506	Bridge Fund		952	REDIP Sewer Enterprise Fund	
507	1998 STIP Augmentation Fund		960	Community Redevelopment Agency	
508	SB325 Reimbursement Fund		961	RDA Housing Pass-Through	
509	S.T.P. Fund		962	Redevelopment Housing Fund	
510	Trans-Traffic Congest Relief Fund		963	Housing Debt	
511	Rail Trail Fund	\$12,438.75	964	RDA Capital Pass-Through	
600	Community Development Block Grant		965	Redevelopment Capital Improvement Fund	
601	EDBG 94-333 Revolving Loan		966	Redevelopment Debt Service	
602	Community Development Fund		967	Housing Bond Proceeds	
603	08-HOME-4688		968	Non-Housing Bond Proceeds	
604	CDBG Grant 09-STBG-6417		969	RDA Obligation Retirement Fund	\$2,481.00
605	11-HOME-7654 Fund	\$0.00	844/944	Sewer Capital Projects Fund	\$13,479.63
606	CDBG Grant 10-EDEF-7261				
607	Prop 84 Grant Fund				
609	13-CDBG-8940				
610	City RDA Projects Fund				
630	Asset Seizure Fund				
631	Asset Seizure Fund (Drug/Alcohol)				
633	H & S Education 11489(B)(2)(A1)		611	Retainage Withheld	\$77,016.22
634	Federal Asset Seizure Grants			CDBG 16-CDBG-11147	\$10,841.25
635	SUP Law Enforcement Service Fund				
637	Local Law Enforcement Block Grant				
638	Asset Forfeiture 11470.2 H & S	\$4,282.58			
639	Special Revenue - Police	\$0.00			
640	Parking District Fund	\$706.66			
691	Museum Fund	\$5,211.89			

PAYROLL CHECK NUMBERS: 507071-507110

DIRECT DEPOSIT NUMBERS: 93289-93505

PAYROLL PERIOD: 05/19/19-06/01/19

PAYROLL CHECK NUMBERS: 507111-507171

DIRECT DEPOSIT NUMBERS: 93506-93730

PAYROLL PERIOD: 06/02/19-06/15/19

PAYROLL CHECK NUMBERS:

DIRECT DEPOST NUMBERS:

PAYROLL PERIOD:

VOID CHECK NUMBERS:

3032876, 3033036, 3033035, 3032249, 3033126, 3032952

3032265, 93475, 507107, 507118

MANUAL CHECK NUMBERS:

507108, 507109, 507110, 507171

WIRE TRANSFER NUMBERS:

TOTAL DEMAND PAYMENTS- A/P CHECKS \$4,560,114.43

TOTAL DEMAND PAYMENTS-WIRES* & EFT's \$0.00

TOTAL PAYROLL CHECKS & DIRECT DEPOSITS \$911,929.36

TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS) \$578,335.92

* vendor name(if applicable)

TOTAL PAYMENTS

\$6,050,379.71

CERTIFICATION OF CITY CLERK

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

City Clerk

APPROVAL OF CITY MANAGER

I have examined this Register and approve same.

City Manager

CERTIFICATION OF DIRECTOR OF FINANCE

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

Director of Finance

Account Code Summary

Attachment 2

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

Account Code Summary

Attachment 2

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

Object Code Summary

Attachment 3

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

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

List of Checks Presented for Approval on 6/7/2019

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

 6-25-19 
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ADVANCED SECURITY SYSTEMS	474316	MONTHLY ALARM SERVICES FOR 130	\$17.25	10021210-52180	SECURITY SERVICES	\$8.62
				91521400-52180	SECURITY SERVICES	\$8.63
				Vendor Total:		\$17.25
ALPINE AWARDS	5534759	2019 YOUTH SOFTBALL SHIRTS	\$23.88	10022832-54100	SUPPLIES	\$23.88
				Vendor Total:		\$23.88
AMAZON CAPITAL SERVICES	1FWC-Q1YH-1W9K	BOLTED HARDWARE KIT	\$95.15	77725200-56600	AIRFIELD MAINTENANCE & REPAIR	\$8.44
				77725200-56600	AIRFIELD MAINTENANCE & REPAIR	\$95.15
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.48)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.10)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.48)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.48)
				90000000-23013	STATE USE TAX LIABILITY	(\$6.90)
	1NHV-V93Q-P14F	GARAGE DOOR SPRING	\$239.96	77725200-56600	AIRFIELD MAINTENANCE & REPAIR	\$21.30
				77725200-56600	AIRFIELD MAINTENANCE & REPAIR	\$239.96
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.20)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.30)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.20)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.20)
				90000000-23013	STATE USE TAX LIABILITY	(\$17.40)
	1Y1K-D13X-7VYV	WHISTLES WITH LANYARDS	\$47.70	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.24)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.05)

List of Checks Presented for Approval on 6/7/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1Y1K-D13X-7VYV	WHISTLES WITH LANYARDS	\$47.70	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.24)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.24)
				90000000-23013	STATE USE TAX LIABILITY	(\$3.46)
				10022300-54100	SUPPLIES	\$4.23
				10022300-54100	SUPPLIES	\$47.70
	11RW-CNVR-WWN3	LEGO SETS	\$61.91	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.31)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.07)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.31)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.31)
				90000000-23256	SPECIAL EVENTS TRUST	\$5.49
				90000000-23256	SPECIAL EVENTS TRUST	\$61.91
				90000000-23013	STATE USE TAX LIABILITY	(\$4.49)
	1FMG-NWNM-L9MK	TRAILER HITCH EXTENDER AND HITCH BALL	\$107.80	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.08)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.08)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.04)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.08)
				90000000-23013	STATE USE TAX LIABILITY	(\$1.23)
				77725200-54100	SUPPLIES	\$1.51
				77725200-54100	SUPPLIES	\$107.80
	1RVJ-F743-WJKR	MOVIES	\$160.74	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.05)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.03)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.05)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.05)
				90000000-23235	MOVIES IN THE PLAZA	\$0.96
				90000000-23235	MOVIES IN THE PLAZA	\$160.74
				90000000-23013	STATE USE TAX LIABILITY	(\$0.78)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1NXN-CMDM-J4KM	PUSH BROOMS, TRASH BAGS	\$210.42	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.48)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.12)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.48)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.48)
				90000000-23013	STATE USE TAX LIABILITY	(\$6.96)
				10022300-54100	SUPPLIES	\$8.52
				10022300-54100	SUPPLIES	\$210.42
				1NRW-FT6V-3CDK	PORTABLE BLUETOOTH	\$223.65
	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.02)			
	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.03)			
	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.03)			
	90000000-23013	STATE USE TAX LIABILITY	(\$0.51)			
	10022300-54100	SUPPLIES	\$0.62			
	10022300-54100	SUPPLIES	\$223.65			
	1RVJ-F743-YKP9	BURLAP POTATO SACKS	\$26.99	90000000-23256		
	1PNW-J1TK-T3TV	BINDERS AND LABELS	\$53.63	10021210-54100	SUPPLIES	\$26.81
				91521400-54100	SUPPLIES	\$26.82
	17X1-JG77-HN1Q	HAND SANITIZERS	\$29.05	20620231-54100	SUPPLIES	\$29.05
	116T-QKYC-FYDM	PAPER AND METAL SORTER	\$84.91	80026120-54100	SUPPLIES	\$84.91
	Vendor Total:					\$1,341.91
AMERICAN ASSOCIATION OF MUSEUMS	DV052119	ANNUAL MEMBERSHIP	\$165.00	69122700-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$165.00
				Vendor Total:		\$165.00
ANIXTER	4184310-00	PRIMARY MODULE ENCLOSURE CABIN	\$5,439.94	80126100-80230	INFRASTRUCTURE	\$4,351.95
				80000000-12104	INVENTORY - PURCHASES	\$1,087.99
	4212245-02	(S-167-E) SPLICE, AL, 4 STR- 4	\$94.18	80000000-12104	INVENTORY - PURCHASES	\$94.18
	4212245-01	(S-167-E) SPLICE, AL, 4 STR- 4	\$411.01	80000000-12104	INVENTORY - PURCHASES	\$411.01
	Vendor Total:					\$5,945.13
	AT&T	000013126524	T1 TO INTERNET FOR DOJ/CLETS	\$301.34	10020210-55100	TELEPHONE

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T	000013126524	T1 TO INTERNET FOR DOJ/CLETS	\$301.34	20620231-55100	TELEPHONE	\$150.67
	2799 JUN 19	INTERNET	\$40.00	10022100-55100	TELEPHONE	\$40.00
	3138 MAY 19	DSL FOR 911 REMOTE SUPPORT	\$87.49	20620231-55100	TELEPHONE	\$87.49
	000013125044	FIBER INTERNET GATEWAY	\$3,054.12	20913900-55100	TELEPHONE	\$3,054.12
Vendor Total:						\$3,482.95
BOUNCE HOUSE ENTERTAINMENT INC	26843	ROARING RIVER	\$1,149.00	90000000-23243	FAMILY FUN IN THE SUN	\$1,149.00
	Vendor Total:					\$1,149.00
BRETT CHAPMAN	TR 5/13-15/19	TRAVEL REIMBURSEMENT	\$491.44	10020210-57100	LEARNING AND DEVELOPMENT	\$491.44
	Vendor Total:					\$491.44
BRISCOE IVESTER & BAZEL LLP	11324	LEGAL COUNSEL - WATER RESOURCE	\$3,675.00	82027110-52150	LEGAL SERVICES/EXPENSES	\$3,675.00
	Vendor Total:					\$3,675.00
BROADCASTING CORP OF MENDOCINO CO	590-00031-0000	BROADCASTING	\$75.00	73022600-52510	ADVERTISING & PROMOTION	\$75.00
	590-00032-0000	BROADCASTING SERVICES, RADIO	\$75.00	73022600-52510	ADVERTISING & PROMOTION	\$75.00
	590-00027-0000	2017 AIRPORT DAYS BROADCASTING	\$250.00	77725200-52510	ADVERTISING & PROMOTION	\$250.00
	590-00029-0000	BROADCASTING SERVICES, RADIO	\$1,250.00	90000000-23226	CONCERT SERIES	\$250.00
				90000000-23243	FAMILY FUN IN THE SUN	\$300.00
				90000000-23242	JULY 4TH PICNIC IN THE PARK	\$50.00
				90000000-23235	MOVIES IN THE PLAZA	\$150.00
				90000000-23219	PUMPKINFEST	\$500.00
	590-00030-0000	BROADCASTING SERVICES, RADIO	\$1,250.00	90000000-23226	CONCERT SERIES	\$250.00
				90000000-23243	FAMILY FUN IN THE SUN	\$300.00
				90000000-23242	JULY 4TH PICNIC IN THE PARK	\$50.00
				90000000-23235	MOVIES IN THE PLAZA	\$150.00
				90000000-23219	PUMPKINFEST	\$500.00
	1079-00050-0002	PUMPKINFEST BROADCASTING	\$900.00	90000000-23219	PUMPKINFEST	\$900.00
Vendor Total:						\$3,800.00
CALIFORNIA ASSOCIATION OF MUSEUMS	DV052319	ANNUAL MEMBERSHIP	\$275.00	69122700-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$275.00
	Vendor Total:					\$275.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CANTEEN SERVICE	5975:004895	POOL SNACK SHACK SUPPLIES	\$577.32	10022300-54100	SUPPLIES	\$577.32
					Vendor Total:	\$577.32
CAROLLO ENGINEERS INC	0177304	DESIGN PHASES I&II RECYCLED WA	\$8,514.38	83027330-80230	INFRASTRUCTURE	\$8,514.38
	0177314	DESIGN PHASES I&II RECYCLED WA	\$85,546.02	83027330-80230	INFRASTRUCTURE	\$85,546.02
	0177237	DESIGN PHASES I&II RECYCLED WA	\$129,501.44	83027330-80230	INFRASTRUCTURE	\$129,501.44
					Vendor Total:	\$223,561.84
CDW GOVERNMENT INC	SLZ0965	PALO ALTO #PA-220 FIREWALL	\$2,273.16	82027111-52601	DATA STORAGE & CONNECTIVITY	\$1,136.58
				84027225-52601	DATA STORAGE & CONNECTIVITY	\$1,136.58
					Vendor Total:	\$2,273.16
CHELSHUA CORPORATION	050819A	#FB-0GFP PATRIOT SYSTEM	\$4,865.00	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$24.32)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$6.10)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$24.32)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$24.32)
				77725200-54102	SMALL TOOLS	\$431.77
				77725200-54102	SMALL TOOLS	\$4,865.00
				90000000-23013	STATE USE TAX LIABILITY	(\$352.71)
					Vendor Total:	\$4,865.00
CHEVRON AND TEXACO BUSINESS CARD SVCS	59135685	FUEL AS NEEDED UPD	\$41.96	10020210-56210	FUEL & FLUIDS	\$41.96
					Vendor Total:	\$41.96
CLARK PEST CONTROL	23927491	PEST CONTROL SVCS	\$94.00	80026210-52100	CONTRACTED SERVICES	\$94.00
	23915177	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTED SERVICES	\$95.00
					Vendor Total:	\$189.00
COMCAST	1067 JUN 19	INTERNET SERVICES	\$113.19	10021210-55100	TELEPHONE	\$56.59
				91521400-55100	TELEPHONE	\$56.60
					Vendor Total:	\$113.19
CREATIVE WORKSHOP	8557	PRINTING & COPY SERVICES	\$718.58	63820210-54100	SUPPLIES	\$718.58
					Vendor Total:	\$718.58

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DANIEL FLORES	TR 3/15-16/19	TRAVEL REIMBURSEMENT	\$220.88	82027110-57100	LEARNING AND DEVELOPMENT	\$220.88
					Vendor Total:	\$220.88
DANIEL STEEL & MACHINE INC	14916	LABOR AND MATERIALS	\$479.05	80026110-56130	EXTERNAL SERVICES	\$479.05
					Vendor Total:	\$479.05
DAVID MCQUEARY	TA 6/17/19	TRAVEL ADVANCE	\$15.00	10020210-57100	LEARNING AND DEVELOPMENT	\$15.00
					Vendor Total:	\$15.00
EDDIE VEDOLLA JR	DV050719.1	INSTRUCTOR	\$64.40	10022850-52100	CONTRACTED SERVICES	\$64.40
	DV050719	INSTRUCTOR	\$513.80	10022850-52100	CONTRACTED SERVICES	\$513.80
					Vendor Total:	\$578.20
EPIC AVIATION LLC	7196778	JET-A FUEL	\$14,002.02	77725200-58401	AVIATION FUEL	\$14,002.02
	7196775	AVGAS	\$34,131.71	77725200-58401	AVIATION FUEL	\$34,131.71
					Vendor Total:	\$48,133.73
EUREKA OXYGEN CO	UB5366	WELDING EQUIPMENT AND SUPPLIES	\$193.07	10024620-56130	EXTERNAL SERVICES	\$64.35
				77725200-56130	EXTERNAL SERVICES	\$64.36
				84027225-56130	EXTERNAL SERVICES	\$64.36
					Vendor Total:	\$193.07
FASTENAL	34794	MISC. SUPPLIES AS NEEDED	\$37.90	10021210-56130	EXTERNAL SERVICES	\$37.90
					Vendor Total:	\$37.90
FEDERAL EXPRESS	6-556-22124	SHIPPING SERVICES	\$353.14	10013400-54101	POSTAGE	\$85.61
				10020210-54101	POSTAGE	\$11.36
				10020210-54101	POSTAGE	\$16.66
				10020210-54101	POSTAGE	\$19.92
				10020210-54101	POSTAGE	\$21.24
				10020210-54101	POSTAGE	\$21.29
				10020210-54101	POSTAGE	\$28.78
				10020210-54101	POSTAGE	\$29.95
				10020210-54101	POSTAGE	\$29.95
				10020210-54101	POSTAGE	\$30.40
				10020210-54101	POSTAGE	\$34.20

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FEDERAL EXPRESS	6-556-22124	SHIPPING SERVICES	\$353.14	10023100-54101	POSTAGE	\$23.78
					Vendor Total:	\$353.14
GENERAL PACIFIC INC	1336083	WIRE UNDERGROUND	\$7,737.75	80000000-12104	INVENTORY - PURCHASES	\$7,737.75
					Vendor Total:	\$7,737.75
GENERAL SERVICES AGENCY	FEB 19.1	SPANISH MTN SUBLEASE MO RENT	(\$50.00)	20620231-52100	CONTRACTED SERVICES	(\$50.00)
	MAY 19.1	SPANISH MTN SUBLEASE MO RENT	(\$50.00)	20620231-52100	CONTRACTED SERVICES	(\$50.00)
	FEB 19.2	SPANISH MTN SUBLEASE MO RENT-N	\$50.00	20620231-52100	CONTRACTED SERVICES	\$50.00
	JUN 19	SPANISH MTN SUBLEASE MO RENT-N	\$50.00	20620231-52100	CONTRACTED SERVICES	\$50.00
	MAY 19.2	SPANISH MTN SUBLEASE MO RENT-N	\$50.00	20620231-52100	CONTRACTED SERVICES	\$50.00
					Vendor Total:	\$50.00
GEORGINA FETH-MICHEL	49	GINNY FETH-MICHEL - CAFR & FIN	\$10,450.00	10013400-52100	CONTRACTED SERVICES	\$10,450.00
					Vendor Total:	\$10,450.00
GHD INC	120254	RAIL TRAIL PHASE 3	\$12,438.75	51124210-80230	INFRASTRUCTURE	\$12,438.75
					Vendor Total:	\$12,438.75
GINA GRECO	DV050119	INSTRUCTOR	\$1,501.50	10022850-52100	CONTRACTED SERVICES	\$1,501.50
					Vendor Total:	\$1,501.50
GOVERNMENT FORMS AND SUPPLIES LLC	0315366	#10 REGULAR GRAY ENVELOPES - 3	\$1,980.00	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$6.97)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.76)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$6.97)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$6.97)
				90000000-23013	STATE USE TAX LIABILITY	(\$101.14)
				10012200-54100	SUPPLIES	\$123.81
				10012200-54100	SUPPLIES	\$1,980.00
					Vendor Total:	\$1,980.00
GRAINGER INC	9184388727	HACK SAW, CLAMP METER, HAND TORCH, WRENCH	\$573.47	80026220-54102	SMALL TOOLS	\$573.47
	9186292851	EMI CPR KIT, WTER RESIST. CASE	\$180.80	80026210-54100	SUPPLIES	\$180.80
	9185444040	EMI CPR KIT, WTER RESIST. CASE	\$2,431.77	80026210-54100	SUPPLIES	\$2,431.77

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GRAINGER INC	9192909399	CPR KIT WATER RESIST	\$24.75	80026220-54100	SUPPLIES	\$24.75
	9184347889	SELECTOR SWITCH	\$155.26	80026220-54100	SUPPLIES	\$155.26
	9184634809	SEECTOR SWITCH, CPR MASKS, EYE WASH	\$543.87	80026220-54100	SUPPLIES	\$543.87
Vendor Total:						\$3,909.92
GRANITE CONSTRUCTION COMPANY	1585689	MISC. ROCK & ROAD PATCH MATERIAL	\$98.31	84027221-54100	SUPPLIES	\$98.31
	Vendor Total:					\$98.31
HAPPYGLOW CO	256207	GLOW STICKS, GLOWBALLS	\$556.82	10022300-54100	SUPPLIES	\$556.82
	Vendor Total:					\$556.82
HOME DEPOT CREDIT SERVICES	2114501	SUPER GLUE, ADHESIVE	\$36.19	82027111-56300	BUILDING MAINT. & REPAIR	\$36.19
	1112420	DUPLEX USB	\$65.29	82027111-56300	BUILDING MAINT. & REPAIR	\$65.29
	9023767	TAPE, CHALK, CHALK REEL	\$143.45	10024620-54120	PW - SPECIAL SUPPLIES	\$143.45
	4100068	POWER SURFACE CLEANER	\$76.18	20822500-54102	SMALL TOOLS	\$76.18
	3040446	WARDROBE CABINET	\$280.90	10021210-54100	SUPPLIES	\$140.45
				91521400-54100	SUPPLIES	\$140.45
	3024408	BATTERIES	\$47.86	10022100-54100	SUPPLIES	\$23.93
				10022100-54100	SUPPLIES	\$23.93
	1165027	PORTLAND BLOCKS	\$56.34	80526150-54100	SUPPLIES	\$56.34
Vendor Total:						\$706.21
HUNTERS SERVICES INC	232910	PEST CONTROL SERVICES	\$774.00	10022100-52100	CONTRACTED SERVICES	\$774.00
	Vendor Total:					\$774.00
IAN BROESKE	TR 5/20-24/19	TRAVEL REIMBURSEMENT	\$6.00	10021210-57100	LEARNING AND DEVELOPMENT	\$3.00
				91521400-57100	LEARNING AND DEVELOPMENT	\$3.00
				Vendor Total:		\$6.00
INDUSTRIAL FILTER MANUFACTURER S	203444	IFM #P295 PRIMARY PANEL ELEMEN	\$1,284.43	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.41)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$5.66)
				84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$89.07
				84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,284.43

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
INDUSTRIAL FILTER MANUFACTURER S	203444	IFM #P295 PRIMARY PANEL ELEMEN	\$1,284.43	90000000-23013	STATE USE TAX LIABILITY	(\$82.00)
					Vendor Total:	\$1,284.43
INTEGRITY SHRED	91526	SHREDDING SERVICES	\$28.50	10021210-54100	SUPPLIES	\$14.25
				91521400-54100	SUPPLIES	\$14.25
					Vendor Total:	\$28.50
INTERCOUNTY MECHANICAL & ELECTRICAL INC	6929-B	REMOVAL AND DISPOSAL OF EXISIT	\$17,000.00	77725200-56300	BUILDING MAINT. & REPAIR	\$17,000.00
	6921	CHECK ICE MACHINE	\$572.11	84027225-56300	BUILDING MAINT. & REPAIR	\$572.11
	6933	CHECK AC AND GENERATOR	\$778.43	84027225-56300	BUILDING MAINT. & REPAIR	\$778.43
					Vendor Total:	\$18,350.54
JANICE LOU PATTEN	1124 040119	ENERGY REBATE	\$1,412.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$1,412.00
					Vendor Total:	\$1,412.00
JG CLUBS LLC	022719	TRACKLESS TRAIN	\$1,250.00	90000000-23243	FAMILY FUN IN THE SUN	\$1,250.00
					Vendor Total:	\$1,250.00
JOHN HAMNER	050319	REGISTRATION- A FRIAS, J CAMPBELL	\$180.00	82027111-57100	LEARNING AND DEVELOPMENT	\$180.00
					Vendor Total:	\$180.00
JOHNSON CONTROLS FIRE PROTECTION LP	20913431	HALON SAFETY TEST/INSPECTION	\$541.20	20822500-56300	BUILDING MAINT. & REPAIR	\$541.20
					Vendor Total:	\$541.20
JUDY CHAN	JUN 19	JUN 19 RENT- MASON ST	\$1,406.00	10022100-52600	RENT	\$1,406.00
					Vendor Total:	\$1,406.00
LIFE ASSIST	922647	MISC. EMS SUPPLIES AS NEEDED	\$1,062.50	10021210-54100	SUPPLIES	\$531.25
				91521400-54100	SUPPLIES	\$531.25
					Vendor Total:	\$1,062.50
LINCOLN AQUATICS	D8641653	CHLORINE	\$230.48	10022300-54106	SPECIALTY SUPPLIES	\$230.48
	D8639690	CHLORINE, PHENOL TABLETS	\$604.91	10022300-54106	SPECIALTY SUPPLIES	\$604.91
					Vendor Total:	\$835.39
LN CURTIS & SONS	INV283384	FOL-DA-TANK #FDSS6 FLOAT DOCK	\$1,458.14	82027110-54100	SUPPLIES	\$1,458.14
					Vendor Total:	\$1,458.14

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MCMaster-CARR SUPPLY CO	95565458	FIXED FLOW RATE PUMP FOR OIL	\$1,063.44	80026220-54100	SUPPLIES	\$1,063.44
					Vendor Total:	\$1,063.44
MEAD & HUNT INC	290772	AIRPORT LAND USE PLAN UPDATE	\$12,383.18	10023100-52100	CONTRACTED SERVICES	\$12,383.18
					Vendor Total:	\$12,383.18
MEL GRANDI	DV060419	REIMBURSEMENT- PB ENERGY CONSERVATION	\$701.77	80626450-52135	ENERGY CONSERVATION PROGRAM	\$701.77
					Vendor Total:	\$701.77
MENDOCINO COUNTY FIRE CHIEFS ASSOCIATION	DV060319	MEMBERSHIP- D HUTCHISON	\$100.00	10021210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$50.00
				91521400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$50.00
					Vendor Total:	\$100.00
MENDOCINO COUNTY HISTORICAL SOCIETY	MAR 19	RESEARCH AND PHOTOS	\$194.33	10012600-52100	CONTRACTED SERVICES	\$194.33
					Vendor Total:	\$194.33
MOIRS	151270	MISC. POOL SUPPLIES AS NEEDED	\$220.93	82027111-58202	CHEMICALS	\$220.93
	151891	MISC. POOL SUPPLIES AS NEEDED	\$552.32	82027111-58202	CHEMICALS	\$552.32
	151437	MISC. POOL SUPPLIES AS NEEDED	\$662.79	82027111-58202	CHEMICALS	\$662.79
	151591	MISC. POOL SUPPLIES AS NEEDED	\$662.79	82027111-58202	CHEMICALS	\$662.79
					Vendor Total:	\$2,098.83
NAYELY GARCIA-FELIX	TA 6/17/19	TRAVEL ADVANCE	\$15.00	10020210-57100	LEARNING AND DEVELOPMENT	\$15.00
					Vendor Total:	\$15.00
NFP NATIONAL ACCOUNT SERVICES INC	19-06 NFP	JUN 19 NFP INSURANCE	\$4,535.44	20700000-20523	P/R DEDUCT-LTD	\$2,657.07
				20700000-20512	REMIF LIFE	\$36.38
				20700000-20512	REMIF LIFE	\$291.00
				20700000-20512	REMIF LIFE	\$1,550.99
					Vendor Total:	\$4,535.44
NORTHWEST PUBLIC POWER ASSOCIATION	54562	ONLINE EMPLOYMENT ADVERTISEMENT	\$115.00	10016100-54162	ADVERTISING	\$115.00
					Vendor Total:	\$115.00
OLIN CORPORATION	2673060	LIQUID SODIUM HYPOCHLORITE 12.	\$4,344.02	84027225-58202	CHEMICALS	\$4,344.02
					Vendor Total:	\$4,344.02

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	0013220	RECREATION REFUND - SHONDUEL	\$40.00	10022850-44915	RECREATION PROGRAM INCOME	\$40.00
	DV060319	RECREATION REFUND FRANCINE BENASSINI	\$60.00	10022850-44915	RECREATION PROGRAM INCOME	\$60.00
	121067-3	UTILITY REFUND - GREG BAKER SOUTH OAK APTS	\$6.06	90100000-10421	UTILITY RECEIVABLES CLEARING	\$6.06
	121101-0	UTILITY REFUND- GREG BAKER SOUTH OAK APTS	\$20.73	90100000-10421	UTILITY RECEIVABLES CLEARING	\$20.73
	114696-8	UTILITY REFUND - YOSSELIN MAGANA & JORGE MONTIEL	\$45.26	90100000-10421	UTILITY RECEIVABLES CLEARING	\$45.26
	107941-7	UTILITY REFUND- MICHAEL L TRAN MD	\$63.74	90100000-10421	UTILITY RECEIVABLES CLEARING	\$63.74
	120227-4	UTILITY REFUND - JOHN & BRENDA BEHLE	\$184.81	90100000-10421	UTILITY RECEIVABLES CLEARING	\$184.81
	54481-7	UTILITY REFUND - CELESTE FARMER	\$330.02	90100000-10421	UTILITY RECEIVABLES CLEARING	\$330.02
	Vendor Total:					\$750.62
OPPERMAN & SON INC	01P20943	FOAM PUMP	\$646.85	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$646.85
	01P21208	LAMPS	\$53.04	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$53.04
	01P21015	AIR SWITCH	\$43.74	10024620-56130	EXTERNAL SERVICES	\$43.74
	01P21508	CLUTCH PUMP	\$853.02	10024620-56130	EXTERNAL SERVICES	\$853.02
	01P21221	RETURN MOMENTARY SWITCH	(\$11.70)	77725200-56130	EXTERNAL SERVICES	(\$11.70)
	01P21217	MOMENTARY SWITCH	\$23.38	77725200-56130	EXTERNAL SERVICES	\$23.38
	01P21039	ROCKER SWITCH	\$42.65	80026110-56130	EXTERNAL SERVICES	\$42.65
	01P21041	ROCKER SWITCH	\$15.53	84027225-56130	EXTERNAL SERVICES	\$15.53
	01P21005	COLLANT TEST STRIPS	\$25.10	20324100-54100	SUPPLIES	\$25.10
	Vendor Total:					\$1,691.61
OWEN EQUIPMENT COMPANY	00045287	CARBON BRUSH	\$140.28	10024620-56130	EXTERNAL SERVICES	\$140.28
	0045445	BROOM BADGER	\$192.83	10024620-56130	EXTERNAL SERVICES	\$192.83
	00045739	UNDERGROUND SECONDARY INSTALLATION & REPAIR SUPPL	\$2,876.93	80026110-54100	SUPPLIES	\$2,876.93
	Vendor Total:					\$3,210.04
PACE SUPPLY CORPORATION	025234789-1	HEAD BOLT KITS	\$145.88	80126100-80230	INFRASTRUCTURE	\$145.88
Vendor Total:						\$145.88

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PETERSON CAT	PC060153172	PAINT YELLOW SPRAY	\$22.80	84027221-56130	EXTERNAL SERVICES	\$22.80
	PC060152949	ASPHALT TEETH	\$329.67	84027221-56130	EXTERNAL SERVICES	\$329.67
	PC060153056	ELEMENT/FUEL ELEMENT	\$188.95	84027225-56130	EXTERNAL SERVICES	\$188.95
	Vendor Total:					\$541.42
PETERSON TRUCKS INC	208689P	GASKET AXLE SHAFT	\$16.02	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.02)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.08)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.02)
				20324100-58510	REIMBURSABLE JOBS	\$0.12
				20324100-58510	REIMBURSABLE JOBS	\$16.02
				Vendor Total:		\$16.02
POLYDYNE INC	1308634.1	LIQUID POLY ALKYLAMINE	(\$10,407.64)	84027225-58202	CHEMICALS	(\$10,407.64)
	1321778.1	LIQUID POLY ALKYLAMINE	(\$6,012.90)	84027225-58202	CHEMICALS	(\$6,012.90)
	1324417.1	LIQUID POLY ALKYLAMINE	(\$6,012.90)	84027225-58202	CHEMICALS	(\$6,012.90)
	1308634.2	LIQUID POLY ALKYLAMINE	\$4,394.74	84027225-58202	CHEMICALS	\$4,394.74
	1345506	LIQUID POLY ALKYLAMINE	\$4,394.74	84027225-58202	CHEMICALS	\$4,394.74
	1308634.3	LIQUID POLYMER EMULSION	\$6,012.90	84027225-58202	CHEMICALS	\$6,012.90
	1321778.2	LIQUID POLYMER EMULSION	\$6,012.90	84027225-58202	CHEMICALS	\$6,012.90
	1324417.2	LIQUID POLYMER EMULSION	\$6,012.90	84027225-58202	CHEMICALS	\$6,012.90
Vendor Total:						\$4,394.74
RAINBOW AGRICULTURAL SERVICES	21092/1	STROKE FUEL	\$23.90	82027111-56210	FUEL & FLUIDS	\$23.90
	20742/1	GAS GALLON, PRO TRIMMER	\$107.15	10024620-54120	PW - SPECIAL SUPPLIES	\$107.15
	209879/1	DOG SUPPLIES	\$56.79	10020210-54100	SUPPLIES	\$56.79
	20784/1	GLYSTAT PLUS	\$87.09	10020210-54100	SUPPLIES	\$87.09
	21321/1	CHAIN SHARPENING & LOOP	\$42.98	82027114-54100	SUPPLIES	\$42.98
Vendor Total:						\$317.91
REDWOOD COAST FUELS	2044509	CARDLOCK FUEL PURCHASES	\$389.11	10024620-56210	FUEL & FLUIDS	\$389.11
	1469041	CARDLOCK FUEL PURCHASES	\$580.00	20824300-56210	FUEL & FLUIDS	\$580.00
	0102598	CARDLOCK FUEL PURCHASES	\$882.26	20824300-56210	FUEL & FLUIDS	\$882.26
	1464161	CARDLOCK FUEL PURCHASES	\$1,098.35	20824300-56210	FUEL & FLUIDS	\$1,098.35

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD COAST FUELS	2044567	CARDLOCK FUEL PURCHASES	\$42.90	20324100-58410	GARAGE LUBRICANTS & PARTS	\$42.90
	2043748	AC PUMP	\$682.65	82027111-54100	SUPPLIES	\$682.65
	2043747	PUMP	\$682.65	84027225-54100	SUPPLIES	\$682.65
	Vendor Total:					\$4,357.92
REDWOOD EMPIRE AIKIKAI	DV050819	INSTRUCTOR	\$324.00	10022850-52100	CONTRACTED SERVICES	\$324.00
	Vendor Total:					\$324.00
REDWOOD FORD	132685	FILTER ASSEMBLY	\$19.04	10024620-56130	EXTERNAL SERVICES	\$19.04
	132690	TUBE ASSEMBLY	\$45.97	10024620-56130	EXTERNAL SERVICES	\$45.97
	132536	TUBE, PLUNGER GEAR	\$74.11	10024620-56130	EXTERNAL SERVICES	\$74.11
	132667	KIT & PAD BRAKE	\$128.26	10024620-56130	EXTERNAL SERVICES	\$128.26
	132252	MODULE	\$538.33	10024620-56130	EXTERNAL SERVICES	\$538.33
	132205	ANTI-FREEZE	\$22.81	20324100-56130	EXTERNAL SERVICES	\$22.81
	CM132173	ROTOR ASSEMBLY CREDIT	(\$312.13)	80026110-56130	EXTERNAL SERVICES	(\$312.13)
	132395	RETAINER, MAGNETIC DISC	\$238.76	80026110-56130	EXTERNAL SERVICES	\$238.76
	132534	MODULE	\$677.29	80026110-56130	EXTERNAL SERVICES	\$677.29
	132423	ELEMENT ASSEMBLY	\$19.12	91521400-56130	EXTERNAL SERVICES	\$19.12
	Vendor Total:					\$1,451.56
REOA LTD	1437	OFFICIATING OF ADULT SOFTBALL	\$5,547.00	10022822-52100	CONTRACTED SERVICES	\$5,547.00
Vendor Total:					\$5,547.00	
REXEL USA INC	V095876	METAL HALIDE LAMPS	\$200.68	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.94)
	90000000-23236			FIELD SIGNAGE FEES	\$0.94	
	90000000-23236			FIELD SIGNAGE FEES	\$200.68	
	U778859	STREET LIGHT WIRE	\$391.60	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.83)
	80526150-54100			SUPPLIES	\$1.83	
	80526150-54100			SUPPLIES	\$391.60	
Vendor Total:					\$592.28	
RINO PACIFIC	CL27267	FUEL CARD CHARGES AS NEEDED	\$1,943.53	10021210-56210	FUEL & FLUIDS	\$971.76
	91521400-56210			FUEL & FLUIDS	\$971.77	
	Vendor Total:					\$1,943.53

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ROGINA WATER COMPANY	0380 MAY 19	WATER SERVICE - 1301 TALMAGE RD	\$23.84	10021210-55210	UTILITIES	\$11.92
				91521400-55210	UTILITIES	\$11.92
				Vendor Total:		\$23.84
SAN DIEGO POLICE EQUIPMENT CO	637730	POLICE AND PRISON EQUIPMENT	\$55.53	10020210-54100	SUPPLIES	\$55.53
				Vendor Total:		\$55.53
SCHAT'S BAKERY	APR 19	PROVIDE MISC. FOOD DISHES AS N	\$65.85	10013400-57100	LEARNING AND DEVELOPMENT	\$22.30
				10020210-54100	SUPPLIES	\$43.55
	APR 19 CC	PROVIDE MISC. FOOD DISHES AS N	\$1,489.50	73022600-54100	SUPPLIES	\$1,489.50
				Vendor Total:		\$1,555.35
SERVERON CORPORATION	512970	CALIBRATION GAS BOTTLE	\$419.17	80026210-54100	SUPPLIES	\$419.17
				Vendor Total:		\$419.17
SHERRIE SMITH-FERRI	DV053119	GRACE HUDSON MUSUEM PLATS REIMBURSEMENT	\$413.35	10022100-52100	CONTRACTED SERVICES	\$413.35
				Vendor Total:		\$413.35
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	100815	OAK MANOR COMPACTION TESTING	\$1,783.80	10024210-80230	INFRASTRUCTURE	\$1,783.80
				Vendor Total:		\$1,783.80
SILVA SEPTIC INC	78849	PORTABLE RESTROOM RENTAL	\$205.12	10024620-54120	PW - SPECIAL SUPPLIES	\$205.12
				Vendor Total:		\$205.12
SOLID WASTES SYSTEMS INC	664903	MISC. DUMP FEES	\$11.40	10024620-54120	PW - SPECIAL SUPPLIES	\$11.40
	665238	MISC. DUMP FEES	\$11.40	10024620-54120	PW - SPECIAL SUPPLIES	\$11.40
	662697	MISC. DUMP FEES	\$15.35	10024620-54120	PW - SPECIAL SUPPLIES	\$15.35
	664316	MISC. DUMP FEES	\$21.00	10024620-54120	PW - SPECIAL SUPPLIES	\$21.00
	664213	MISC. DUMP FEES	\$21.44	10024620-54120	PW - SPECIAL SUPPLIES	\$21.44
	659585	MISC. DUMP FEES	\$22.80	10024620-54120	PW - SPECIAL SUPPLIES	\$22.80
	661154	MISC. DUMP FEES	\$22.80	10024620-54120	PW - SPECIAL SUPPLIES	\$22.80
	664180	MISC. DUMP FEES	\$22.80	10024620-54120	PW - SPECIAL SUPPLIES	\$22.80
	662246	MISC. DUMP FEES	\$23.60	10024620-54120	PW - SPECIAL SUPPLIES	\$23.60
	664071	MISC. DUMP FEES	\$272.61	10024620-54120	PW - SPECIAL SUPPLIES	\$272.61
Vendor Total:						\$445.20

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	52833	GEL PENS	\$10.89	80126100-80230	INFRASTRUCTURE	\$10.89
	7218139319	RETURN NOTEPAD	(\$10.89)	10012200-54100	SUPPLIES	(\$10.89)
	7218613638-0-1	NOTEPADS, FILES, FINGERTIP MOISTENERS	\$40.49	10012200-54100	SUPPLIES	\$19.83
				20513300-54100	SUPPLIES	\$20.66
	7218139319-0-1	NOTEPADS, STICKY NOTES, PENS	\$64.13	10012200-54100	SUPPLIES	\$35.83
				20413500-54100	SUPPLIES	\$28.30
	7219234267-0-1	FILE FOLDERS, HIGHLIGHTERS, PENS	\$82.86	10013400-54100	SUPPLIES	\$82.86
				12117	PACKAGE CHARGES	\$14.15
	52257	SEAGATE BACKUP	\$70.76	10024210-54100	SUPPLIES	\$70.76
	53586	MULTIPURPOSE PAPER	\$48.41	69122700-54100	SUPPLIES	\$48.41
	55159	OFFICE SUPPLIES	\$165.93	69122700-54100	SUPPLIES	\$165.93
	2288327861	AVERY LABELS, COLORED KEYTAGS	\$54.72	73022600-54100	SUPPLIES	\$54.72
	2285490771	CARTRIDGE, COPY PAPER, TAPE, RULER	\$117.18	75012700-54100	SUPPLIES	\$117.18
	56579	WINDEX, CARTRIDGE	\$144.76	77725200-54100	SUPPLIES	\$144.76
	51803	CLIPBOARD, SCISSORS	\$34.27	82027111-54100	SUPPLIES	\$34.27
	81196	SHARPIES	\$99.01	82027111-54100	SUPPLIES	\$99.01
	11345	64GB THUMB DRIVE	\$1,143.18	82027111-54100	SUPPLIES	\$1,143.18
	82173	LAMINA POUCH, FELLOWS THERMAL LETTERS	\$76.19	82027114-54100	SUPPLIES	\$76.19
	2277675131	BOSS DOUBLE PLUSHMID BACK EXECUTIVE CHAIR	\$1,861.65	82027114-54100	SUPPLIES	\$930.85
				84027221-54100	SUPPLIES	\$930.80
	81397	CARTRIDGE, CAR CHARGER	\$160.01	84027221-54100	SUPPLIES	\$160.01
	51531	CLIPBOARD, HOLE PUNCH	\$14.99	84027225-54100	SUPPLIES	\$14.99
	Vendor Total:					\$4,192.69
STEVE MICHAEL BROWN	UKIAH RWP CM-005	MITIGATION & MONITORING PLAN F	\$2,070.00	83027330-80230	INFRASTRUCTURE	\$2,070.00
Vendor Total:					\$2,070.00	
SYDNEY DEARBORN	P8231710	REIMBURSEMENT FOR MEDICAL INSURANCE	\$1,824.42	91500000-20561	ACCRUED SICK	\$1,824.42
Vendor Total:					\$1,824.42	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TGIF REPAIRS INC	5899	PRINTER MAINTENANCE	\$679.52	10013400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$679.52
					Vendor Total:	\$679.52
THATCHER COMPANY OF CALIFORNIA INC	261851.1	CHLORINE PRODUCTS	(\$19,649.76)	84027225-58202	CHEMICALS	(\$19,649.76)
	259107.1	CHLORINE PRODUCTS	(\$9,489.89)	84027225-58202	CHEMICALS	(\$9,489.89)
	261860.1	CHLORINE PRODUCTS	(\$9,380.59)	84027225-58202	CHEMICALS	(\$9,380.59)
	261146.1	SODIUM BISULFITE	(\$9,249.92)	84027225-58202	CHEMICALS	(\$9,249.92)
	260670.1	CHLORINE PRODUCTS	(\$9,100.85)	84027225-58202	CHEMICALS	(\$9,100.85)
	263897	LIQUID FERRIC CHLORIDE	\$9,077.56	84027225-58202	CHEMICALS	\$9,077.56
	260670.2	LIQUID FERRIC CHLORIDE	\$9,100.85	84027225-58202	CHEMICALS	\$9,100.85
	261146.2	LIQUID FERRIC CHLORIDE	\$9,249.92	84027225-58202	CHEMICALS	\$9,249.92
	261860.2	LIQUID FERRIC CHLORIDE	\$9,380.59	84027225-58202	CHEMICALS	\$9,380.59
	259107.2	LIQUID FERRIC CHLORIDE	\$9,489.69	84027225-58202	CHEMICALS	\$9,489.69
	261851.2	SODIUM BISULFITE	\$19,649.76	84027225-58202	CHEMICALS	\$19,649.76
					Vendor Total:	\$9,077.56
THE COFFEE CRITIC INC	R20963	MISC. COFFEE SUPPLIES AS NEEDED	\$45.00	10012200-54100	SUPPLIES	\$45.00
					Vendor Total:	\$45.00
UKIAH PAPER SUPPLY	I498140	JANITORIAL & MISC. SUPPLIES AS	\$284.45	10022100-54100	SUPPLIES	\$284.45
	I497366	JANITORIAL & MISC. SUPPLIES AS	\$79.50	20822500-54100	SUPPLIES	\$79.50
	I97919	JANITORIAL & MISC. SUPPLIES AS	\$81.24	20822500-54100	SUPPLIES	\$81.24
	I498237	JANITORIAL & MISC. SUPPLIES AS	\$54.06	31122000-54100	SUPPLIES	\$54.06
	I497346	JANITORIAL & MISC. SUPPLIES AS	\$37.75	73022600-54100	SUPPLIES	\$37.75
	497850	JANITORIAL & MISC. SUPPLIES AS	\$340.38	73022600-54100	SUPPLIES	\$340.38
	I498053	JANITORIAL & MISC. SUPPLIES AS	\$96.33	77725200-54100	SUPPLIES	\$96.33
	I497817	JANITORIAL & MISC. SUPPLIES AS	\$206.61	77725200-54100	SUPPLIES	\$206.61
	I497966	JANITORIAL & MISC. SUPPLIES AS	\$484.11	80026400-54100	SUPPLIES	\$484.11
	I498297	JANITORIAL & MISC. SUPPLIES AS	\$263.13	82027114-54100	SUPPLIES	\$263.13
	497636	JANITORIAL & MISC. SUPPLIES AS	\$146.27	84027225-54100	SUPPLIES	\$146.27
	498330	JANITORIAL & MISC. SUPPLIES AS	\$745.57	84027225-54100	SUPPLIES	\$745.57
					Vendor Total:	\$2,819.40

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UNION BANK OF CALIFORNIA	1151546	TRUSTEE FEES 2/1-4/30/19	\$1,450.00	10015100-52100	CONTRACTED SERVICES	\$1,144.00
				96995601-52100	CONTRACTED SERVICES	\$153.00
				96995669-52100	CONTRACTED SERVICES	\$153.00
				Vendor Total:		\$1,450.00
UNITED ROTARY BRUSH CORP	C1236028	CABLE WRAPS, GUTTER BROOMS	\$1,125.97	10024620-56130	EXTERNAL SERVICES	\$562.98
				10024620-56130	EXTERNAL SERVICES	\$562.99
				Vendor Total:		\$1,125.97
UNITED SITE SERVICES	114-7720237.1	PORTABLE TOILET RENTAL	(\$166.86)	10022100-52100	CONTRACTED SERVICES	(\$166.86)
	114-7720238.1	PORTABLE TOILET RENTAL	(\$166.86)	10022100-52100	CONTRACTED SERVICES	(\$166.86)
	114-7856813.1	PORTABLE TOILET RENTAL	(\$166.86)	10022100-52100	CONTRACTED SERVICES	(\$166.86)
	114-7856814.1	PORTABLE TOILET RENTAL	(\$166.86)	10022100-52100	CONTRACTED SERVICES	(\$166.86)
	114-7985084.1	PORTABLE TOILET RENTAL	(\$166.86)	10022100-52100	CONTRACTED SERVICES	(\$166.86)
	114-7985085.1	PORTABLE TOILET RENTAL	(\$166.86)	10022100-52100	CONTRACTED SERVICES	(\$166.86)
	114-8117063.1	PORTABLE TOILET RENTAL	(\$166.86)	10022100-52100	CONTRACTED SERVICES	(\$166.86)
	114-8117064.1	PORTABLE TOILET RENTAL	(\$166.86)	10022100-52100	CONTRACTED SERVICES	(\$166.86)
	114-8250783.1	PORTABLE TOILET RENTAL	(\$166.86)	10022100-52100	CONTRACTED SERVICES	(\$166.86)
	114-8250784.1	PORTABLE TOILET RENTAL	(\$166.86)	10022100-52100	CONTRACTED SERVICES	(\$166.86)
	114-8398140.1	PORTABLE TOILET RENTAL	(\$166.86)	10022100-52100	CONTRACTED SERVICES	(\$166.86)
	114-8398142.1	PORTABLE TOILET RENTAL	(\$166.86)	10022100-52100	CONTRACTED SERVICES	(\$166.86)
	114-8397822.1	PORTABLE TOILET RENTAL	(\$139.92)	10022100-52100	CONTRACTED SERVICES	(\$139.92)
	114-8397822.2	PORTABLE TOILET RENTAL	\$139.92	10022100-52100	CONTRACTED SERVICES	\$139.92
	114-7720237.2	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-7720238.2	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-7856813.2	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-7856814.2	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-7985084.2	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-7985085.2	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-8117063.2	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-8117064.2	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UNITED SITE SERVICES	114-8250783.2	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-8250784.2	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-8398140.2	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-8398142.2	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-7720239.1	PORTABLE TOILET RENTAL	(\$136.37)	80026220-52100	CONTRACTED SERVICES	(\$136.37)
	114-7985086.1	PORTABLE TOILET RENTAL	(\$136.37)	80026220-52100	CONTRACTED SERVICES	(\$136.37)
	114-8117065.1	PORTABLE TOILET RENTAL	(\$136.37)	80026220-52100	CONTRACTED SERVICES	(\$136.37)
	114-8250785.1	PORTABLE TOILET RENTAL	(\$136.37)	80026220-52100	CONTRACTED SERVICES	(\$136.37)
	114-7720239.2	PORTABLE TOILET RENTAL	\$136.37	80026220-52100	CONTRACTED SERVICES	\$136.37
	114-7985086.2	PORTABLE TOILET RENTAL	\$136.37	80026220-52100	CONTRACTED SERVICES	\$136.37
	114-8117065.2	PORTABLE TOILET RENTAL	\$136.37	80026220-52100	CONTRACTED SERVICES	\$136.37
	114-825078.2	PORTABLE TOILET RENTAL	\$136.37	80026220-52100	CONTRACTED SERVICES	\$136.37
	114-8398145	PORTABLE TOILET RENTAL	\$136.37	80026220-52100	CONTRACTED SERVICES	\$136.37
	Vendor Total:					\$136.37
US BANK CORPORATE PAYMENT SERVICES	MAY.19	CAL CARD PURCHASES	\$441.83	10021210-56300	BUILDING MAINT. & REPAIR	\$11.40
				91521400-56300	BUILDING MAINT. & REPAIR	\$11.40
				10021210-57100	LEARNING AND DEVELOPMENT	\$47.72
				91521400-57100	LEARNING AND DEVELOPMENT	\$47.71
				25321210-54102	SMALL TOOLS	\$96.84
				91621400-54102	SMALL TOOLS	\$96.85
				10021210-54100	SUPPLIES	\$64.95
				91521400-54100	SUPPLIES	\$64.96
	Vendor Total:					\$441.83
US CELLULAR	0308445751	CELL PHONES	\$381.17	10024620-55100	TELEPHONE	\$59.31
				80026400-55100	TELEPHONE	\$20.35
				80026400-55100	TELEPHONE	\$68.21
				82027110-55100	TELEPHONE	\$13.16
				82027111-55100	TELEPHONE	\$88.65

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
US CELLULAR	0308445751	CELL PHONES	\$381.17	84027221-55100	TELEPHONE	\$13.16
				84027225-55100	TELEPHONE	\$118.33
				Vendor Total:		\$381.17
US POST OFFICE	DV060319	2019 SUMMER REC GUIDE POSTAGE#243	\$78.76	10022850-54100	SUPPLIES	\$78.76
				Vendor Total:		\$78.76
USA BLUEBOOK	884985	PRESSURE GAUGE	\$46.99	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$46.99
				Vendor Total:		\$46.99
VERIZON WIRELESS	9830483475	DATA & EMERGENCY LOANER PHONES	\$1,747.07	80126100-80100	MACHINERY & EQUIPMENT	\$152.04
				10012100-55100	TELEPHONE	\$38.01
				10020210-55100	TELEPHONE	\$76.02
				10022100-55100	TELEPHONE	\$38.01
				10022300-55100	TELEPHONE	\$38.01
				10022810-55100	TELEPHONE	\$38.00
				10022840-55100	TELEPHONE	\$38.01
				10023100-55100	TELEPHONE	\$38.01
				10024210-55100	TELEPHONE	\$69.69
				10024620-55100	TELEPHONE	\$53.68
				20913900-55100	TELEPHONE	\$425.56
				70024500-55100	TELEPHONE	\$28.51
				77725200-55100	TELEPHONE	\$38.01
				80026210-55100	TELEPHONE	\$38.01
				80026400-55100	TELEPHONE	\$152.04
				82027110-55100	TELEPHONE	\$117.20
				82027111-55100	TELEPHONE	\$76.02
				82027114-55100	TELEPHONE	\$40.01
				84027220-55100	TELEPHONE	\$98.19
				84027221-55100	TELEPHONE	\$154.04
				Vendor Total:		\$1,747.07

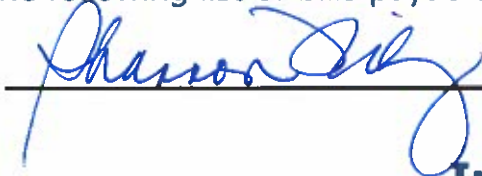
List of Checks Presented for Approval on 6/7/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WAGNER & BONSIGNORE	05-19-802	EUD WATER RIGHTS REPORTING AND	\$212.50	80026330-52100	CONTRACTED SERVICES	\$212.50
					Vendor Total:	\$212.50
WERLE ENTERPRISE LLC	0095077	SUNDAYS IN THE PARK PROMO ITEMS	\$722.83	90000000-23226	CONCERT SERIES	\$722.83
	0095398	MOONLIGHT MOVIE POSTER 2019	\$146.98	90000000-23235	MOVIES IN THE PLAZA	\$146.98
					Vendor Total:	\$869.81
WILLOW COUNTY WATER DIST	10010 MAY 19	WATER SERVICE - 1500 S STATE ST	\$22.00	10021210-55210	UTILITIES	\$11.00
				91521400-55210	UTILITIES	\$11.00
					Vendor Total:	\$22.00
WIPF CONSTRUCTION LLC	2958	EMERGENCY REPLACEMENT OF DAMAGE FRAME ON PERKIN ST	\$6,980.00	80026120-52100	CONTRACTED SERVICES	\$6,980.00
					Vendor Total:	\$6,980.00
XEROX CORP	096820371	COPIER LEASE-SEE ADD'L DESCRIP	\$184.96	69122700-52100	CONTRACTED SERVICES	\$184.96
	096820370	COPIER LEASE-SEE ADD'L DESCRIP	\$345.37	73022600-52100	CONTRACTED SERVICES	\$345.37
	096820366	COPIER LEASE-SEE ADD'L DESCRIP	\$609.60	10012200-54500	EQUIP RENTS AND LEASES	\$609.60
	096820367	XEROX CB070H COPIER LEASE	\$1,061.44	10012200-54500	EQUIP RENTS AND LEASES	\$1,061.44
	096820372	COPIER LEASE-SEE ADD'L DESCRIP	\$1,173.62	10012200-54500	EQUIP RENTS AND LEASES	\$1,173.62
	096820369	COPIER LEASE-SEE ADD'L DESCRIP	\$220.00	10020210-54500	EQUIP RENTS AND LEASES	\$154.00
				20620231-54500	EQUIP RENTS AND LEASES	\$44.00
				64020213-54500	EQUIP RENTS AND LEASES	\$22.00
	096820368	COPIER LEASE-SEE ADD'L DESCRIP	\$448.77	10020210-54500	EQUIP RENTS AND LEASES	\$314.14
				20620231-54500	EQUIP RENTS AND LEASES	\$89.76
				64020213-54500	EQUIP RENTS AND LEASES	\$44.87
					Vendor Total:	\$4,043.76
ZERO WASTE USA	280076	DOG WASTE BAGS	\$799.58	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$3.70)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.85)
				10022100-54100	SUPPLIES	\$5.55
				10022100-54100	SUPPLIES	\$799.58
					Vendor Total:	\$799.58
					INVOICE TOTAL:	\$465,516.84

List of Checks Presented for Approval on 6/14/2019

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



Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ADAMSON POLICE PRODUCTS	INV303190	CHROME FLANGE	\$20.83	91521400-56130	EXTERNAL SERVICES	\$20.83
					Vendor Total:	\$20.83
ALEJANDRO VARGAS	TR 4/7-9/19	TRAVEL REIMBURSEMENT	\$304.84	84027225-57100	LEARNING AND DEVELOPMENT	\$304.84
					Vendor Total:	\$304.84
ALHAMBRA NATIONAL WATER	5109554 060619	DRINKING WATER SERVICES	\$120.72	69122700-54100	SUPPLIES	\$32.54
				84027225-54100	SUPPLIES	\$88.18
					Vendor Total:	\$120.72
ALICIA TLELO	DV052019	MILEAGE REIMBURSEMENT-HOUSING VERIFICATION	\$15.08	10023100-56130	EXTERNAL SERVICES	\$15.08
					Vendor Total:	\$15.08
AMAZON CAPITAL SERVICES	1XTQ-PK76-4KPG	CLIP FOR PHONE CASE	\$12.96	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.06)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.02)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.06)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.06)
				90000000-23013	STATE USE TAX LIABILITY	(\$0.94)
				84027225-54100	SUPPLIES	\$1.14
				84027225-54100	SUPPLIES	\$12.96
	1JP3-GDDD-6QTN	CASE AND CLIP FOR CELL PHONE	\$19.93	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.10)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.02)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.10)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.10)
				90000000-23013	STATE USE TAX LIABILITY	(\$1.44)

List of Checks Presented for Approval on 6/14/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1JP3-GDDD-6QTN	CASE AND CLIP FOR CELL PHONE	\$19.93	84027225-54100	SUPPLIES	\$1.76
				84027225-54100	SUPPLIES	\$19.93
	1YJM-39CW-CHG9	BLU-RAY DISC PLAYER	\$104.71	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.52)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.13)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.52)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.52)
				90000000-23235	MOVIES IN THE PLAZA	\$9.28
				90000000-23235	MOVIES IN THE PLAZA	\$104.71
				90000000-23013	STATE USE TAX LIABILITY	(\$7.59)
	1HL1-GPMY-3X1W	TONER CARTRIDGES	\$148.18	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.74)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.19)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.74)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.74)
				90000000-23013	STATE USE TAX LIABILITY	(\$10.73)
				84027225-54100	SUPPLIES	\$13.14
				84027225-54100	SUPPLIES	\$148.18
	1RVJ-F743-7FKF	HAT SWEAT BANDS	\$59.25	80026110-54100	SUPPLIES	\$59.25
				Vendor Total:		\$345.03
AMERICAN RAIL ENGINEERS CORPORATION	N3-025-01	ENCROACHMENT PERMIT REVIEW	\$450.00	80126100-80230	INFRASTRUCTURE	\$450.00
				Vendor Total:		\$450.00
AMERICAN WATER WORKS ASSOCIATION	7001695616	MEMBERSHIP- D TUBBS	\$105.00	84027225-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$105.00
				Vendor Total:		\$105.00
APPLE INC	AA18222967.1	RECYCLE FEE	\$5.00	10024210-54330	COMPUTER AND TECHNOLOGY	\$5.00
				Vendor Total:		\$5.00
ARAMARK UNIFORM SERVICES	704377012	UNIFORM, MAT & TOWEL SVC	\$128.68	20822500-56300	BUILDING MAINT. & REPAIR	\$128.68
	704397559	UNIFORM, MAT & TOWEL SVC	\$128.68	20822500-56300	BUILDING MAINT. & REPAIR	\$128.68
	704407892	UNIFORM, MAT & TOWEL SVC	\$90.00	31122000-56300	BUILDING MAINT. & REPAIR	\$90.00

List of Checks Presented for Approval on 6/14/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ARAMARK UNIFORM SERVICES	704387313	UNIFORM, MAT & TOWEL SVC	\$95.30	31122000-56300	BUILDING MAINT. & REPAIR	\$95.30
	704377013	UNIFORM, MAT & TOWEL SVC	\$91.64	73022600-56300	BUILDING MAINT. & REPAIR	\$91.64
	704397560	UNIFORM, MAT & TOWEL SVC	\$91.64	73022600-56300	BUILDING MAINT. & REPAIR	\$91.64
	704407906	UNIFORM, MAT & TOWEL SVC	\$55.00	77725200-54100	SUPPLIES	\$55.00
	704377031	UNIFORM, MAT & TOWEL SVC	\$67.01	77725200-54100	SUPPLIES	\$67.01
	704387327	UNIFORM, MAT & TOWEL SVC	\$67.01	77725200-54100	SUPPLIES	\$67.01
	704397577	UNIFORM, MAT & TOWEL SVC	\$67.01	77725200-54100	SUPPLIES	\$67.01
Vendor Total: -----						\$881.97
AT&T	000013128091	TELEPHONE SERVICES	\$15.28	10021210-55100	TELEPHONE	\$7.64
				91521400-55100	TELEPHONE	\$7.64
	000013128090	TELEPHONE SERVICES	\$20.63	10021210-55100	TELEPHONE	\$10.31
				91521400-55100	TELEPHONE	\$10.32
	000013157613	T1 TO INTERNET	\$573.75	20913900-55100	TELEPHONE	\$573.75
	000013158010	TELEPHONE SERVICES	\$4,959.77	20913900-55100	TELEPHONE	\$4,959.77
	1718 JUN 19	CC TERMINAL	\$193.29	77725200-55100	TELEPHONE	\$193.29
Vendor Total: -----						\$5,762.72
B & B INDUSTRIAL SUPPLY INC	207882	KLIK-RIVET NUT	\$12.22	20822500-56300	BUILDING MAINT. & REPAIR	\$12.22
	207735	HEX NUT AND WASHERS	\$2.57	82027111-56300	BUILDING MAINT. & REPAIR	\$2.57
	208081	SS BOLTS AND NUTS	\$29.13	91521400-56130	EXTERNAL SERVICES	\$29.13
	207912	REC TUBING	\$86.88	91721400-80100	MACHINERY & EQUIPMENT	\$86.88
	207540	HOT FLAT BAR AND SAW CUT	\$112.37	20324100-54100	SUPPLIES	\$112.37
	207057	PIPES	\$479.05	20324100-54100	SUPPLIES	\$479.05
	208009	FORGED RING, WELD ON GRAB HOOK	\$30.22	82027114-54100	SUPPLIES	\$30.22
	207665	ROUND TUBING, STAINLESS ROUNDS	\$232.83	84027221-54100	SUPPLIES	\$232.83
Vendor Total: -----						\$985.27
BNY WESTERN TRUST CO	252-2195096	ADMINISTRATION & DISSEMINATION AGENT FEE	\$2,175.00	96995669-59101	FEES	\$250.00
				96995669-59101	FEES	\$1,925.00
Vendor Total: -----						\$2,175.00

List of Checks Presented for Approval on 6/14/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CANTEEN SERVICE	5975:004949	WATER FILTRATION SERVICE POLICE	\$45.00	10020210-54100	SUPPLIES	\$22.50
				20620231-54100	SUPPLIES	\$22.50
				Vendor Total:		\$45.00
DANIEL STEEL & MACHINE INC	14923	LABOR AND MATERIALS	\$501.82	91721400-80100	MACHINERY & EQUIPMENT	\$501.82
				Vendor Total:		\$501.82
DAVID RAPPORT	7047	LEGAL SERVICES FOR FY 18/19	\$458.00	10017200-52100	CONTRACTED SERVICES	\$458.00
	7048	LEGAL SERVICES FOR FY 18/19	\$16,207.99	10014000-52150	LEGAL SERVICES/EXPENSES	\$471.26
				10014000-52150	LEGAL SERVICES/EXPENSES	\$9,492.99
				20414000-52150	LEGAL SERVICES/EXPENSES	\$748.03
				73000000-52150	LEGAL SERVICES/EXPENSES	\$212.72
				80014000-52150	LEGAL SERVICES/EXPENSES	\$556.35
				82014000-52150	LEGAL SERVICES/EXPENSES	\$343.63
				83027330-52150	LEGAL SERVICES/EXPENSES	\$663.88
				90214000-52150	LEGAL SERVICES/EXPENSES	\$128.57
				94024423-52150	LEGAL SERVICES/EXPENSES	\$3,590.56
				Vendor Total:		\$16,665.99
DEPARTMENT OF JUSTICE	379533	FINGERPRINTS	\$98.00	10021210-54161	BACKGROUND & PHYSICALS	\$49.00
				91521400-54161	BACKGROUND & PHYSICALS	\$49.00
	377645	FINGERPRINTS	\$424.00	10020210-54169	LIVESCAN	\$424.00
				Vendor Total:		\$522.00
DEPT OF MOTOR VEHICLES	DV060519	CALIFORNIA BICYCLE REGISTRATION FORMS	\$12.00	10020210-54100	SUPPLIES	\$12.00
				Vendor Total:		\$12.00
DLT SOLUTIONS INC	SI431284	ARCHITECTURE ENGINEERING & CON	\$2,846.90	10024210-54320	SOFTWARE	\$948.97
				82027110-54320	SOFTWARE	\$948.96
				84027220-54320	SOFTWARE	\$948.97
				Vendor Total:		\$2,846.90

List of Checks Presented for Approval on 6/14/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
EFAX CORPORATE	1258018	EFAX SERVICES	\$140.60	10012200-52100	CONTRACTED SERVICES	\$140.60
					Vendor Total:	\$140.60
ENGLAND ENTERPRISES TRAINING DIVISION, LLC	19-170	REGISTRATION - M KEIZER	\$395.00	10023320-57100	LEARNING AND DEVELOPMENT	\$395.00
					Vendor Total:	\$395.00
EUREKA OXYGEN CO	454056	WELDING EQUIPMENT AND SUPPLIES	\$151.92	84027225-52100	CONTRACTED SERVICES	\$151.92
	454103	WELDING EQUIPMENT AND SUPPLIES	\$794.60	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$397.30
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$397.30
					Vendor Total:	\$946.52
EVERBRIDGE INC	M42779	NIXLE 360 ANNUAL CONTRACT TERM	\$9,288.18	20913900-54320	SOFTWARE	\$9,288.18
					Vendor Total:	\$9,288.18
EVERGREEN JOB & SAFETY TRAINING INC	971	EDUCATIONAL/TRAINING SERVICES	\$2,109.12	80026110-52100	CONTRACTED SERVICES	\$1,054.56
				80026120-52100	CONTRACTED SERVICES	\$1,054.56
	992	EDUCATIONAL/TRAINING SERVICES	\$2,109.12	80026110-52100	CONTRACTED SERVICES	\$1,054.56
				80026120-52100	CONTRACTED SERVICES	\$1,054.56
	972	EDUCATIONAL/TRAINING SERVICES	\$964.79	20513380-57100	LEARNING AND DEVELOPMENT	\$964.79
					Vendor Total:	\$5,183.03
FLYNN CREEK CIRCUS LLC	DV061119	INSTRUCTOR FEES: FLYNN CREEK CIRCUS	\$12,209.50	10022850-52100	CONTRACTED SERVICES	\$2,315.00
				10022850-52100	CONTRACTED SERVICES	\$9,894.50
					Vendor Total:	\$12,209.50
GCR TIRES & SERVICES	851-45910	TIRES, TUBES REPAIRS & LABOR A	\$32.18	80026110-56130	EXTERNAL SERVICES	\$32.18
	851-45955	TIRES, TUBES REPAIRS & LABOR A	\$217.70	84027225-56130	EXTERNAL SERVICES	\$217.70
					Vendor Total:	\$249.88
GENERAL PACIFIC INC	1339089	FIBERGLASS BRACELESS	\$1,945.87	80000000-12104	INVENTORY - PURCHASES	\$1,945.87
					Vendor Total:	\$1,945.87
GLOBAL KNOWLEDGE TRAINING, LLC	22054171	REGISTRATION - R CAMERON	\$1,545.00	20913900-57100	LEARNING AND DEVELOPMENT	\$1,545.00
					Vendor Total:	\$1,545.00

List of Checks Presented for Approval on 6/14/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GRANITE CONSTRUCTION COMPANY	1588618	MISC. ROCK & ROAD PATCH MATERIAL	\$95.37	82027114-54100	SUPPLIES	\$95.37
					Vendor Total:	\$95.37
HACH COMPANY	11391257	SPECTRO BATTERY PACK	\$1,274.00	84027225-52100	CONTRACTED SERVICES	\$1,274.00
					Vendor Total:	\$1,274.00
HAROLD J LANCE JR	MAY 19	LEGAL SERVICES	\$222.00	91521400-52150	LEGAL SERVICES/EXPENSES	\$222.00
					Vendor Total:	\$222.00
HERBERT W LAWRENCE III	2019397	PREPARE AREA FOR NEW EQUIPMENT	\$176.10	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.01)
				10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.05
				10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$88.05
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.04
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$88.05
				90000000-23013	STATE USE TAX LIABILITY	(\$0.08)
					Vendor Total:	\$176.10
HI-TECH EMERGENCY VEHICLE SVC INC	164188	REPAIR KIT	\$37.67	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$18.83
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$18.84
					Vendor Total:	\$37.67
IBEW, LOCAL 1245	19-06 IBEW	JUNE 19 ELECTRIC UNIT UNION DUES	\$1,789.08	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,789.08
					Vendor Total:	\$1,789.08
INSTRUMENT TECHNOLOGY CORPORATION	16462	ELECTRICAL EQUIPMENT AND SUPPLIES	\$2,899.13	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$13.50)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$13.50)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$13.50)
				80026120-54100	SUPPLIES	\$40.50
				80026120-54100	SUPPLIES	\$2,899.13

List of Checks Presented for Approval on 6/14/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
INSTRUMENT TECHNOLOGY CORPORATION	16463	ELECTRICAL EQUIPMENT AND SUPPLIES	\$5,955.02	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$27.73)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$27.73)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$27.73)
				82027114-54100	SUPPLIES	\$41.59
				82027114-54100	SUPPLIES	\$5,745.93
				84027221-54100	SUPPLIES	\$41.60
				84027221-54100	SUPPLIES	\$209.09
				Vendor Total:		
INTEGRITY SHRED	94879	SHREDDING SERVICES	\$661.50	10012500-52100	CONTRACTED SERVICES	\$661.50
	94876	SHREDDING SERVICES	\$28.50	10016100-52100	CONTRACTED SERVICES	\$28.50
	94829	SHREDDING SERVICES	\$57.00	10020210-54100	SUPPLIES	\$28.50
			20620231-54100	SUPPLIES	\$28.50	
Vendor Total:					\$747.00	
INTERCOUNTY MECHANICAL & ELECTRICAL INC	6898	SAMPLE REFRIGERATION UNIT	\$909.65	84027225-56125	LAB EQUIP-REPAIR & MAINT.	\$909.65
	Vendor Total:					\$909.65
INTERSTATE BATTERIES	330005316	BATTERIES	\$131.60	84027225-56130	EXTERNAL SERVICES	\$131.60
					Vendor Total:	
J & M LOCK	34940	DUPLICATE KEYS, REPAIRS & MISC	\$17.96	31122000-54100	SUPPLIES	\$17.96
					Vendor Total:	
JIM EDDIE	TA 6/27-29/19	TRAVEL ADVANCE	\$45.00	82027114-57100	LEARNING AND DEVELOPMENT	\$45.00
					Vendor Total:	
JOHNSON'S QUALITY TREE CARE AND LOGGING CO LLC	E4828	CLEAR LARGE OAK TREE AWAY FROM WIRES	\$1,400.00	80026110-52100	CONTRACTED SERVICES	\$1,400.00
					Vendor Total:	
KAREN HOLMES	DV061119	TATTOOED & TENACIOUS SUPPLIES REIMBURSEMENT	\$198.98	69122700-54100	SUPPLIES	\$198.98
					Vendor Total:	
KONOCTI RIDGE CORPORATION	623842	EXTERMINATION SERVICES	\$98.00	10021210-56300	BUILDING MAINT. & REPAIR	\$49.00
				91521400-56300	BUILDING MAINT. & REPAIR	\$49.00

List of Checks Presented for Approval on 6/14/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
KONOCI RIDGE CORPORATION	623840	EXTERMINATION SERVICES	\$102.00	91521400-56300	BUILDING MAINT. & REPAIR	\$102.00
					Vendor Total:	\$200.00
KRISTINE LAWLER	TR 6/6/19	TRAVEL REIMBURSEMENT	\$133.32	10012500-57100	LEARNING AND DEVELOPMENT	\$133.32
					Vendor Total:	\$133.32
LEGAL SHIELD	38295 JUNE 19	JUNE 19 PRE-PAID LEGAL SERVICE	\$103.60	20700000-20526	PREPAID LEGAL - AFLAC	\$103.60
					Vendor Total:	\$103.60
LEXISNEXIS RISK DATA MANAGEMENT INC	1410964-20190531	LEXIS NEXIS LE PLUS SEARCHING	\$77.50	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$77.50
					Vendor Total:	\$77.50
MAJOR CRIMES FORCE	052019	ANNUAL AGENCY CONTRIBUTION	\$4,500.00	10020224-52100	CONTRACTED SERVICES	\$4,500.00
					Vendor Total:	\$4,500.00
MARCH FOURTH MARCHING BAND LLC	061619	2019 SUNDAYS IN THE PARK - "MARCH FOURTH BAND	\$4,463.00	90000000-23226	CONCERT SERIES	\$4,463.00
					Vendor Total:	\$4,463.00
MATHESON TRI-GAS INC	19828878	OXYGEN & MISC. SUPPLIES AS NEEDED	\$660.68	84027225-54102	SMALL TOOLS	\$660.68
					Vendor Total:	\$660.68
MILLVIEW COUNTY WATER DISTRICT	UVFD MAY 19	WATER SERVICES - LOVERS LANE	\$66.98	10021210-55210	UTILITIES	\$33.49
				91521400-55210	UTILITIES	\$33.49
					Vendor Total:	\$66.98
NCH CORPORATION	3549995	PREMALUBE	\$452.50	20324100-58410	GARAGE LUBRICANTS & PARTS	\$452.50
					Vendor Total:	\$452.50
OFFICE DEPOT	312364295001	PENS, POSTIT, DIVIDERS, LETTER OPENERS	\$51.69	10012100-54100	SUPPLIES	\$51.69
	308432134001	AVERY LABELS	\$30.67	10012500-54100	SUPPLIES	\$30.67
	308425156001	PENS, FOLDERS	\$106.98	10012500-54100	SUPPLIES	\$106.98
	319521555001	WALL FILES	\$14.80	10020210-54100	SUPPLIES	\$14.80
	310833804001	SHARPIES	\$17.07	10020210-54100	SUPPLIES	\$17.07
	319519576001	WHITE PAPER SHEETS	\$27.08	10020210-54100	SUPPLIES	\$27.08
	321853248001	ENVELOPES	\$27.29	10020210-54100	SUPPLIES	\$27.29
	310834277001	NOTEBOOK	\$32.61	10020210-54100	SUPPLIES	\$32.61

List of Checks Presented for Approval on 6/14/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OFFICE DEPOT	321852414001	RECORDABLE MEDIA SPINDLE, PAPER, POSTER	\$57.82	10020210-54100	SUPPLIES	\$57.82
	312286027001	MOUSE, POSTIT, CARTRIDGE	\$286.00	10020210-54100	SUPPLIES	\$286.00
	319464321001	VERTICAL FILES	\$7.99	10024210-54100	SUPPLIES	\$7.99
	319464645001	USB CABLE	\$50.06	10024210-54100	SUPPLIES	\$16.69
				82027110-54100	SUPPLIES	\$16.69
				84027220-54100	SUPPLIES	\$16.68
	318004970001	TONERS	\$461.26	80026400-54100	SUPPLIES	\$461.26
Vendor Total:						\$1,171.32
ONE TIME PAY VENDOR	DV060719	RECREATION REFUND - FLAVIA CASSINI	\$400.00	10022821-44915	RECREATION PROGRAM INCOME	\$400.00
	0013248	RECREATION REFUND - KAITLYN GENTRY	\$400.00	10022821-44915	RECREATION PROGRAM INCOME	\$400.00
	0013392	RECREATION REFUND - GAEA BOGUE	\$25.50	10022850-44915	RECREATION PROGRAM INCOME	\$25.50
	0013483	RECREATION REFUND - MONICA CARNAHAN	\$75.00	10022850-44915	RECREATION PROGRAM INCOME	\$75.00
	0013418	RECREATION REFUND - PATRICIA FORD	\$75.00	10022850-44915	RECREATION PROGRAM INCOME	\$75.00
	0013486	RECREATION REFUND - TABITHA KUEHNE	\$75.00	10022850-44915	RECREATION PROGRAM INCOME	\$75.00
	0013405	RECREATION REFUND - TANYJA SIMMS	\$150.00	10022850-44915	RECREATION PROGRAM INCOME	\$150.00
	0012587	RECREATION REFUND - JENNIFER AYALA	\$196.00	10022850-44915	RECREATION PROGRAM INCOME	\$196.00
	121052-5	UTILITY REFUND - BEVERLY SANDERS	\$5.99	90100000-10421	UTILITY RECEIVABLES CLEARING	\$5.99
	121077-2	UTILITY REFUND - BEVERLY SANDERS REALTY	\$7.64	90100000-10421	UTILITY RECEIVABLES CLEARING	\$7.64
Vendor Total:						\$1,410.13
ONESOURCE DISTRIBUTORS LLC	S6120956.006	BURNDY TAPS	\$23.95	80000000-12104	INVENTORY - PURCHASES	\$23.95
	S6120956.005	BURNDY CONDUCTORS	\$142.63	80000000-12104	INVENTORY - PURCHASES	\$142.63
	S6104738.003	CLAMP TAP	\$1,009.00	80000000-12104	INVENTORY - PURCHASES	\$1,009.00
	S6171464.002	K150T CONNECTOR	\$1,538.67	80000000-12104	INVENTORY - PURCHASES	\$1,538.67
	S6171464.001	TAP CABLE, LOADBREAK W/STAINLESS STRAPS	\$3,287.15	80000000-12104	INVENTORY - PURCHASES	\$3,287.15
Vendor Total:						\$6,001.40

List of Checks Presented for Approval on 6/14/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OPERATING ENGINEERS UNION	1906-1	JUNE 19 PW UNION DUES	\$898.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$898.00
	1906-1.1	JUNE 19 MISC UNION DUES	\$1,710.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,710.00
	Vendor Total:					\$2,608.00
ORRIN PLOCHER	1382	ENVIRONMENTAL ANALYSIS PROPOSED OF GOBBI PARCELS	\$1,852.05	10012200-52100	CONTRACTED SERVICES	\$1,852.05
	Vendor Total:					\$1,852.05
PACIFIC REDWOOD MEDICAL GROUP INC	1893	EMPLOYMENT PHYSICALS & DOT	\$340.48	10021210-54161	BACKGROUND & PHYSICALS	\$170.24
				91521400-54161	BACKGROUND & PHYSICALS	\$170.24
	Vendor Total:					\$340.48
PFM ASSET MANAGEMENT LLC	SMA-M0419-10247	FINANCIAL ADVISORY SERVICES	\$2,617.57	10015100-52100	CONTRACTED SERVICES	\$2,617.57
	Vendor Total:					\$2,617.57
PMI	10031347	REVOLUTION CELL ANTENNA KIT	\$1,214.51	80026200-54100	SUPPLIES	\$1,214.51
	Vendor Total:					\$1,214.51
REDWOOD COAST FUELS	2047397	CARDLOCK FUEL PURCHASES	\$84.35	10021210-56210	FUEL & FLUIDS	\$32.17
				10021210-56210	FUEL & FLUIDS	\$32.18
	1472611	CARDLOCK FUEL PURCHASES	\$626.00	20824300-56210	FUEL & FLUIDS	\$626.00
	Vendor Total:					\$690.35
REGAL PACIFIC AVIATION EQUIPMENT INC	22577	COALESCER CARTRIDGE	\$1,103.00	77725200-56300	BUILDING MAINT. & REPAIR	\$4.77
				77725200-56300	BUILDING MAINT. & REPAIR	\$1,103.00
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$4.77)
	Vendor Total:					\$1,103.00
RELIANCE ENTERPRISES	35737	REPLACE FAULTY THERMOSTAT ON REFRIGERATOR	\$856.43	73022600-56120	EQUIPMENT MAINTENANCE & REPAIR	\$856.43
	Vendor Total:					\$856.43
SAGE SANGIACOMO	DV061219	REGISTRATION REIMBURSEMENT	\$32.17	10012100-57100	LEARNING AND DEVELOPMENT	\$32.17
	Vendor Total:					\$32.17
SNAP-ON INDUSTRIAL	ARV/40107320	GARAGE TOOLS	\$1,171.87	84027225-54102	SMALL TOOLS	\$1,171.87
	ARV/40084771	GARAGE TOOLS	\$1,878.42	84027225-54102	SMALL TOOLS	\$1,878.42
	Vendor Total:					\$3,050.29

List of Checks Presented for Approval on 6/14/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SOLID WASTES SYSTEMS INC	MAY 19	RESIDENTIAL GARBAGE	\$36,764.83	90200000-52170	UKIAH WASTE SOLUTIONS	\$36,764.83
					Vendor Total:	\$36,764.83
SONSRAY MACHINERY LLC	P19984-04	SEALTS KIT	\$161.08	84027225-56130	EXTERNAL SERVICES	\$161.08
					Vendor Total:	\$161.08
SPORT & CYCLE INC	216321	DUDLEY SOFTBALLS	\$1,250.94	10022822-54100	SUPPLIES	\$1,250.94
					Vendor Total:	\$1,250.94
STATE OF CALIFORNIA	2019003495D	WITHHOLDING	\$37.00	10000000-20160	WITHHOLDINGS	\$37.00
					Vendor Total:	\$37.00
STATE WATER RESOURCES CONTROL BOARD	DV060419	REGISTRATION - R KRIKEN	\$190.00	84027225-57100	LEARNING AND DEVELOPMENT	\$190.00
	DV060419.1	RENEWAL T2 - R KRIKEN	\$60.00	84027225-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$60.00
					Vendor Total:	\$250.00
TED MAYFIELD	DV060619	SEWER LATERAL REIMBURSEMENT	\$2,000.00	84427222-52100	CONTRACTED SERVICES	\$2,000.00
					Vendor Total:	\$2,000.00
THATCHER COMPANY OF CALIFORNIA INC	263895	SODIUM BISULFITE	\$4,895.02	84027225-58202	CHEMICALS	\$4,895.02
					Vendor Total:	\$4,895.02
THE COFFEE CRITIC INC	R21259	MISC. COFFEE SUPPLIES AS NEEDED	\$45.00	73022600-54100	SUPPLIES	\$45.00
					Vendor Total:	\$45.00
THE LYMAN GROUP, INC	5226966	DRAIN PIPE	\$92.15	10024224-54100	SUPPLIES	\$92.15
					Vendor Total:	\$92.15
TIM ERIKSEN	DV061419	REIMBURSEMENT- T ERIKSEN	\$1,540.00	10024210-51110	REGULAR SALARIES & WAGES	\$1,540.00
					Vendor Total:	\$1,540.00
TRIPLE S CAMERA SHOP	115831	PHOTOGRAPHY SERVICES	\$29.34	10020210-54100	SUPPLIES	\$29.34
					Vendor Total:	\$29.34
TUFTS POLYGRAPH & INVESTIGATION	2019-481(A)	POLYGRAPH & INVESTIGATION SERVICES	\$800.00	10020210-52100	CONTRACTED SERVICES	\$800.00
					Vendor Total:	\$800.00
UKIAH TROPHIES & GIFTS	153827	ENGRAVING SERVICES	\$383.24	10021210-54100	SUPPLIES	\$191.62
				91521400-54100	SUPPLIES	\$191.62
					Vendor Total:	\$383.24

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ULINE	108696418	POLYTUBING	\$384.04	84027225-54100	SUPPLIES	\$384.04
					Vendor Total:	\$384.04
VWR INTERNATIONAL INC	8086493557	LABORATORY SUPPLIES WWTP	\$549.24	84027225-54103	LAB SUPPLIES	\$549.24
					Vendor Total:	\$549.24
WESCO DISTRIBUTION INC	259691	ELECTRICAL EQUIPMENT AND SUPPLIES	\$726.89	80000000-12104	INVENTORY - PURCHASES	\$726.89
					Vendor Total:	\$726.89
WEST ENTERPRISE CENTER	1562	CDBG MICROENTERPRISE TECHNICAL	\$10,841.25	61123410-52100	CONTRACTED SERVICES	\$10,841.25
					Vendor Total:	\$10,841.25
WEX BANK	59135685	FUEL FOR POLICE	\$41.96	10020210-56210	FUEL & FLUIDS	\$41.96
					Vendor Total:	\$41.96
WIPF CONSTRUCTION LLC	3191	GRACE HUDSON MUSUEM - RESET FIRE ALARM	\$250.00	69122700-56120	EQUIPMENT MAINTENANCE & REPAIR	\$250.00
					Vendor Total:	\$250.00
WYATT IRRIGATION CO	257239 00	IRRIGATION PARTS FOR RIVERSIDE	\$17.20	10022100-54100	SUPPLIES	\$17.20
					Vendor Total:	\$17.20
					INVOICE TOTAL:	\$174,229.77

List of Checks Presented for Approval on 6/21/2019

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

 7-23-19 

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ACME RIGGING & SUPPLY CO	301991	MISC RENTAL & SUPPLIES AS NEEDED	\$99.07	20324100-58510	REIMBURSABLE JOBS	\$99.07
	302004	MISC RENTAL & SUPPLIES AS NEEDED	\$61.37	80026110-54100	SUPPLIES	\$61.37
Vendor Total:						\$160.44
AIRGAS INC	9089716524	GAS METER	\$758.80	80026110-54100	SUPPLIES	\$758.80
Vendor Total:						\$758.80
ALL IN ONE AUTO REPAIR & TOWING	67034	TOWING SERVICES	\$97.00	10020210-56130	EXTERNAL SERVICES	\$97.00
Vendor Total:						\$97.00
ALPHA ANALYTICAL LABORATORIES INC	9051315-UKIAHLF	WELL MONITORING AT UKIAH LANDFILL	\$570.00	70024500-52100	CONTRACTED SERVICES	\$570.00
	9051365-UKIAHLF	WELL MONITORING AT UKIAH LANDFILL	\$582.00	70024500-52100	CONTRACTED SERVICES	\$582.00
	9052066-UKIAHLF	WELL MONITORING AT UKIAH LANDFILL	\$3,226.95	70024500-52100	CONTRACTED SERVICES	\$3,226.95
	9051687-UKIAHLF	WELL MONITORING AT UKIAH LANDFILL	\$6,377.95	70024500-52100	CONTRACTED SERVICES	\$6,377.95
	9051563-UKIAHLF	WELL MONITORING AT UKIAH LANDFILL	\$6,403.95	70024500-52100	CONTRACTED SERVICES	\$6,403.95
Vendor Total:						\$17,160.85
AMAZON CAPITAL SERVICES	1FFW-TYGY-4DVP	LIFEGUARD RASH GUARD LONG SLEEVE SHIRTS	\$254.67	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.27)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.33)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.27)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.27)
				90000000-23013	STATE USE TAX LIABILITY	(\$18.46)
				10022300-54100	SUPPLIES	\$22.60
				10022300-54100	SUPPLIES	\$254.67
				Vendor Total:		
	11DF-CK1Y-9499	BRUSHLESS CORDLESS DRIVER	\$108.71	80026110-54102	SMALL TOOLS	\$108.71
	1NGF-TXYG-QVNV	VERIDESK	\$538.93	80026110-54100	SUPPLIES	\$538.93
Vendor Total:						\$902.31

List of Checks Presented for Approval on 6/21/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMERICAN NATIONAL RED CROSS & ITS CONSTITUENT	22196911	FIRST AID/CPR/AED BLOODBORNE	\$364.00	10022300-57101	CONF & TRAINING-AQUATICS	\$364.00
					Vendor Total:	\$364.00
AMWINS GROUP BENEFITS INC	5843250	JULY 19 RETIREE HEALTH INSURANCE	\$1,036.92	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$1,036.92
					Vendor Total:	\$1,036.92
ANIXTER	4212245-03	(S-167-E) Splice, AL, 4 STR- 4	\$351.67	80000000-12104	INVENTORY - PURCHASES	\$351.67
					Vendor Total:	\$351.67
ANTHONY JONATHAN PAULE	DV061919	2019 SUNDAYS IN THE PARK - "WE	\$2,000.00	90000000-23226	CONCERT SERIES	\$2,000.00
					Vendor Total:	\$2,000.00
AT YOUR PACE ONLINE LLC	061019	ON-LINE TRAINING-RKRIKEN	\$40.50	84027225-57100	LEARNING AND DEVELOPMENT	\$40.50
					Vendor Total:	\$40.50
AT&T MOBILITY	832118877X0 6142019	DATA & VOICE CELL PHONES	\$250.41	10020210-55100	TELEPHONE	\$43.43
				20620231-55100	TELEPHONE	\$14.42
				77725200-55100	TELEPHONE	\$29.70
				80026400-55100	TELEPHONE	\$77.51
				82027110-55100	TELEPHONE	\$14.42
				82027111-55100	TELEPHONE	\$42.09
				84027221-55100	TELEPHONE	\$28.84
	832056361X0 6142019	POLICE MODEMS	\$504.65	10020210-55100	TELEPHONE	\$504.65
	875108535X0 6142019	VOICE & 1 DATA	\$36.08	84027221-55100	TELEPHONE	\$36.08
					Vendor Total:	\$791.14
AVIATION LABORATORIES	0317864-IN	DICE FLASH-190 5 GALLON PAIL	\$109.27	77725200-58401	AVIATION FUEL	\$109.27
					Vendor Total:	\$109.27
BAY AREA BARRICADE SERVICE INC	0003344	"ROAD WORK AHEAD" SIGNS	\$4,013.73	10024620-54131	PW - BARRICADES & CONES	\$4,013.73
	0003342	5GAL - WHITE TRAFFIC PAINT - 1	\$2,185.51	10024620-54125	PW - TRAFFIC PAINT	\$2,185.51
	0003646	REFLECTIVE VINYL SIGNS	\$836.16	80026110-54100	SUPPLIES	\$836.16
					Vendor Total:	\$7,035.40
BENJAMIN KATER	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$736.00	10021210-52181	VOLUNTEER EXPENSES	\$368.00

List of Checks Presented for Approval on 6/21/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BENJAMIN KATER	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$736.00	91521400-52181	VOLUNTEER EXPENSES	\$368.00
					Vendor Total:	\$736.00
BJ'S EMBROIDERY	12845	EMROIDERED SHIRTS	\$323.12	10024210-54100	SUPPLIES	\$107.70
				82027110-54100	SUPPLIES	\$107.71
				84027220-54100	SUPPLIES	\$107.71
	12858	EMROIDERED SHIRTS	\$952.11	73022600-54100	SUPPLIES	\$952.11
					Vendor Total:	\$1,275.23
BRIAN KLATT	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$632.00	10021210-52181	VOLUNTEER EXPENSES	\$316.00
				91521400-52181	VOLUNTEER EXPENSES	\$316.00
					Vendor Total:	\$632.00
BRIAN VALENTE	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$280.00	10021210-52181	VOLUNTEER EXPENSES	\$140.00
				91521400-52181	VOLUNTEER EXPENSES	\$140.00
					Vendor Total:	\$280.00
BWS DISTRIBUTORS INC	245164	CALIBRATION SERVICES	\$306.65	80026120-54100	SUPPLIES	\$306.65
					Vendor Total:	\$306.65
CA PEACE OFFICERS ASSOC	159710	REGISTRATION	\$95.00	10020210-57100	LEARNING AND DEVELOPMENT	\$95.00
	160250	REGISTRATION	\$95.00	10020210-57100	LEARNING AND DEVELOPMENT	\$95.00
	156720	REGISTRATION	\$950.00	10020210-57100	LEARNING AND DEVELOPMENT	\$950.00
					Vendor Total:	\$1,140.00
CA SURVEYING & DRAFTING SUPPLY INC	216925/2	SUPPLIES AS NEEDED	\$420.00	10024210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$420.00
	126659/1	SUPPLIES AS NEEDED	\$165.49	10024210-54100	SUPPLIES	\$165.49
					Vendor Total:	\$585.49
CAPTURE TECHNOLOGIES INC	54698	SUPPORT SERVICES RENEWAL	\$955.99	10016100-54320	SOFTWARE	\$955.99
					Vendor Total:	\$955.99
CLOVER STORNETTA FARMS	101105761	PROVIDE MISC GOODS AS NEEDED	\$262.00	10022300-54100	SUPPLIES	\$262.00
					Vendor Total:	\$262.00
COLTON HINES	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$144.00	10021210-52181	VOLUNTEER EXPENSES	\$72.00

List of Checks Presented for Approval on 6/21/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
COLTON HINES	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$144.00	91521400-52181	VOLUNTEER EXPENSES	\$72.00
					Vendor Total:	\$144.00
COMCAST	1296 JUN 19	INTERNET SERVICES	\$163.46	31122000-52100	CONTRACTED SERVICES	\$163.46
	4635 JUN 19	INTERNET SERVICES	\$247.00	20913900-55100	TELEPHONE	\$247.00
					Vendor Total:	\$410.46
CUES, INC	535160	TR750 SLIDE ENCLOSURE / UNDER	\$2,077.27	84027221-56130	EXTERNAL SERVICES	\$2,077.27
					Vendor Total:	\$2,077.27
DANNY PIFFERO	8589	CITY OF UKIAH TODD GROVE PARK	\$1,513.36	10022100-80230	INFRASTRUCTURE	\$1,513.36
					Vendor Total:	\$1,513.36
DARLENE R SIMPSON	9224	VINEWOOD PARK RENEWAL - PHASE	\$60,100.00	10022100-80220	BUILDING IMPROVEMENTS	\$60,100.00
					Vendor Total:	\$60,100.00
EPIC AVIATION LLC	7201688	JET-A FUEL	\$15,570.05	77725200-58401	AVIATION FUEL	\$15,570.05
	7204320	JET-A FUEL	\$16,808.71	77725200-58401	AVIATION FUEL	\$16,808.71
					Vendor Total:	\$32,378.76
FISHER WIRELESS SVCS INC	10233	COMMUNICATION EQUIP & MISC. REP	\$232.13	10020210-80100	MACHINERY & EQUIPMENT	\$232.13
					Vendor Total:	\$232.13
FRIEDMANS HOME IMPROVEMENT	36708402	MISC. ITEMS AS NEEDED	\$4.57	10021210-56300	BUILDING MAINT. & REPAIR	\$2.28
				91521400-56300	BUILDING MAINT. & REPAIR	\$2.29
	36718476	MISC. ITEMS AS NEEDED	\$46.27	20822500-56300	BUILDING MAINT. & REPAIR	\$46.27
	36717238	MISC. ITEMS AS NEEDED	\$70.09	20822500-56300	BUILDING MAINT. & REPAIR	\$70.09
	36711496	MISC. ITEMS AS NEEDED	\$79.08	20822500-56300	BUILDING MAINT. & REPAIR	\$79.08
	36703285	MISC. ITEMS AS NEEDED	\$235.27	20822500-56300	BUILDING MAINT. & REPAIR	\$235.27
	36708839	MISC. ITEMS AS NEEDED	\$330.69	20822500-56300	BUILDING MAINT. & REPAIR	\$330.69
	36718503	MISC. ITEMS AS NEEDED	\$70.70	77725200-56300	BUILDING MAINT. & REPAIR	\$70.70
	36687184	MISC. ITEMS AS NEEDED	\$94.23	77725200-56300	BUILDING MAINT. & REPAIR	\$94.23
	36702488	MISC. ITEMS AS NEEDED	\$174.05	77725200-56300	BUILDING MAINT. & REPAIR	\$174.05
	36687164	MISC. ITEMS AS NEEDED	\$257.75	77725200-56300	BUILDING MAINT. & REPAIR	\$257.75
	36693385	MISC. ITEMS AS NEEDED	\$372.59	77725200-56300	BUILDING MAINT. & REPAIR	\$372.59
	36705683	MISC. ITEMS AS NEEDED	\$26.13	82027111-56300	BUILDING MAINT. & REPAIR	\$26.13

List of Checks Presented for Approval on 6/21/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36717132	MISC. ITEMS AS NEEDED	\$51.87	84027225-56300	BUILDING MAINT. & REPAIR	\$51.87
	36697176	MISC. ITEMS AS NEEDED	\$71.86	84027225-56300	BUILDING MAINT. & REPAIR	\$71.86
	36692074	MISC. ITEMS AS NEEDED	\$16.04	20822500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$16.04
	36691857	MISC. ITEMS AS NEEDED	\$97.51	20822500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$97.51
	36703284	MISC. ITEMS AS NEEDED	\$75.43	31122000-56120	EQUIPMENT MAINTENANCE & REPAIR	\$75.43
	36718322	MISC. ITEMS AS NEEDED	(\$267.44)	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	(\$267.44)
	36711471	MISC. ITEMS AS NEEDED	\$267.44	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$267.44
	36693856	MISC. ITEMS AS NEEDED	\$13.83	84027225-56130	EXTERNAL SERVICES	\$13.83
	36703230	MISC. ITEMS AS NEEDED	\$162.70	10024620-54124	PW - CONCRETE/SUPPLIES	\$162.70
	36696216	MISC. ITEMS AS NEEDED	\$104.33	20822500-54102	SMALL TOOLS	\$21.60
				20822500-54100	SUPPLIES	\$82.73
	36705217	MISC. ITEMS AS NEEDED	\$29.78	80026210-54102	SMALL TOOLS	\$29.78
	33421088	MISC. ITEMS AS NEEDED	\$73.08	82027111-54102	SMALL TOOLS	\$73.08
	36712172	MISC. ITEMS AS NEEDED	\$15.67	10022100-54100	SUPPLIES	\$15.67
	36710310	MISC. ITEMS AS NEEDED	\$15.69	10022100-54100	SUPPLIES	\$15.69
	36700949	MISC. ITEMS AS NEEDED	\$24.43	10022100-54100	SUPPLIES	\$24.43
	36694187	MISC. ITEMS AS NEEDED	\$29.00	10022100-54100	SUPPLIES	\$29.00
	36685233	MISC. ITEMS AS NEEDED	\$302.76	10022100-54100	SUPPLIES	\$302.76
	36709768	MISC. ITEMS AS NEEDED	\$127.75	10022810-54100	SUPPLIES	\$127.75
	36709897	MISC. ITEMS AS NEEDED	\$12.14	10024210-54100	SUPPLIES	\$12.14
	36719316	MISC. ITEMS AS NEEDED	\$90.27	10024210-54100	SUPPLIES	\$90.27
	36693277	MISC. ITEMS AS NEEDED	\$34.01	10024224-54100	SUPPLIES	\$34.01
	36717992	MISC. ITEMS AS NEEDED	\$28.66	10024620-54100	SUPPLIES	\$28.66
	33421139	MISC. ITEMS AS NEEDED	\$141.79	20513382-54100	SUPPLIES	\$141.79
	36693475	MISC. ITEMS AS NEEDED	\$142.84	20513382-54100	SUPPLIES	\$142.84
	36697725	MISC. ITEMS AS NEEDED	\$43.70	20822500-54100	SUPPLIES	\$43.70
	36693761	MISC. ITEMS AS NEEDED	\$48.88	20822500-54100	SUPPLIES	\$48.88

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36709441	MISC. ITEMS AS NEEDED	\$27.22	31122000-54100	SUPPLIES	\$27.22
	36709293	MISC. ITEMS AS NEEDED	\$47.12	77725200-54100	SUPPLIES	\$47.12
	36693249	MISC. ITEMS AS NEEDED	\$13.62	80026110-54100	SUPPLIES	\$13.62
	36705136	MISC. ITEMS AS NEEDED	\$7.47	80026120-54100	SUPPLIES	\$7.47
	36703452	MISC. ITEMS AS NEEDED	\$41.61	80026120-54100	SUPPLIES	\$41.61
	36686229	MISC. ITEMS AS NEEDED	\$53.08	80026120-54100	SUPPLIES	\$53.08
	36710807	MISC. ITEMS AS NEEDED	\$53.76	80026120-54100	SUPPLIES	\$53.76
	36700707	MISC. ITEMS AS NEEDED	\$213.28	80026120-54100	SUPPLIES	\$213.28
	36685062	MISC. ITEMS AS NEEDED	\$17.52	80026210-54100	SUPPLIES	\$17.52
	36704395	MISC. ITEMS AS NEEDED	\$4.81	80026220-54100	SUPPLIES	\$4.81
	36720312	MISC. ITEMS AS NEEDED	\$8.76	80026220-54100	SUPPLIES	\$8.76
	S225054	MISC. ITEMS AS NEEDED	\$20.55	80026220-54100	SUPPLIES	\$20.55
	36712173	MISC. ITEMS AS NEEDED	\$78.79	82027111-54100	SUPPLIES	\$78.79
	36688214	MISC. ITEMS AS NEEDED	\$163.89	82027111-54100	SUPPLIES	\$163.89
	36709177	MISC. ITEMS AS NEEDED	\$27.70	82027114-54100	SUPPLIES	\$27.70
	36718425	MISC. ITEMS AS NEEDED	\$318.38	82027114-54100	SUPPLIES	\$318.38
	Vendor Total:					\$4,613.00
GABRIELA BUSHWAY	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$200.00	10021210-52181	VOLUNTEER EXPENSES	\$100.00
				91521400-52181	VOLUNTEER EXPENSES	\$100.00
				Vendor Total:		\$200.00
GHILOTTI CONSTRUCTION COMPANY INC	5876A01	EMERGENCY REPAIR WORK - WTP CH	\$418,124.88	82027111-80230	INFRASTRUCTURE \$418,124.88	
					Vendor Total: \$418,124.88	
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CIO16857	#53456 SHIFT UNIT, 12V ELECTRIC	\$1,453.05	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$6.00)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.50)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$6.00)
				20324100-58510	REIMBURSABLE JOBS	\$13.50
				20324100-58510	REIMBURSABLE JOBS	\$1,453.05
	CC000538	CREDIT- SHOCK ABSORBERS	(\$339.30)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$339.30)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CIO16980	SHOCK ABSORBERS	\$339.30	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$339.30
					Vendor Total:	\$1,453.05
GRAFIX SHOPPE	126979	GRAPHIC KIT	\$455.67	10020210-56130	EXTERNAL SERVICES	\$455.67
					Vendor Total:	\$455.67
GRANITE CONSTRUCTION COMPANY	1596835	MISC. ROCK & ROAD PATCH MATERIAL	\$103.38	82027114-54100	SUPPLIES	\$103.38
	1596970	MISC. ROCK & ROAD PATCH MATERIAL	\$399.46	82027114-54100	SUPPLIES	\$202.51
				84027221-54100	SUPPLIES	\$196.95
					Vendor Total:	\$502.84
GREG OWEN	TR 6/3-6/19	TRAVEL REIMBURSEMENT	\$89.50	77725200-57100	LEARNING AND DEVELOPMENT	\$89.50
					Vendor Total:	\$89.50
HAILEY STONE	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$64.00	10021210-52181	VOLUNTEER EXPENSES	\$32.00
				91521400-52181	VOLUNTEER EXPENSES	\$32.00
					Vendor Total:	\$64.00
INTERSTATE BATTERIES	375586	BATTERIES	\$257.90	10020210-56130	EXTERNAL SERVICES	\$257.90
					Vendor Total:	\$257.90
JACK MILLER	19015	SCADA WORK/TROUBLESHOOTING - W	\$2,705.08	82027111-52100	CONTRACTED SERVICES	\$2,705.08
	19016	TROUBLESHOOT SCADA ALARM/SCADA	\$2,985.04	82027111-52100	CONTRACTED SERVICES	\$2,985.04
					Vendor Total:	\$5,690.12
JASON BENSON	BA FY 18/19	BOOT ALLOWANCE	\$150.00	10024210-54100	SUPPLIES	\$50.00
				82027110-54100	SUPPLIES	\$50.00
				84027220-54100	SUPPLIES	\$50.00
					Vendor Total:	\$150.00
JASON GILMAN	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$56.00	10021210-52181	VOLUNTEER EXPENSES	\$28.00
				91521400-52181	VOLUNTEER EXPENSES	\$28.00
					Vendor Total:	\$56.00
JONATHAN MOORE-NORTHROP	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$88.00	10021210-52181	VOLUNTEER EXPENSES	\$44.00
				91521400-52181	VOLUNTEER EXPENSES	\$44.00
					Vendor Total:	\$88.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JOYCE BOGHOSIAN	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$112.00	10021210-52181	VOLUNTEER EXPENSES	\$56.00
				91521400-52181	VOLUNTEER EXPENSES	\$56.00
				Vendor Total:		\$112.00
JUSTIN MARTIN	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$40.00	10021210-52181	VOLUNTEER EXPENSES	\$20.00
				91521400-52181	VOLUNTEER EXPENSES	\$20.00
				Vendor Total:		\$40.00
JUSTIN RENDON	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$128.00	10021210-52181	VOLUNTEER EXPENSES	\$64.00
				91521400-52181	VOLUNTEER EXPENSES	\$64.00
				Vendor Total:		\$128.00
LARRY J PARDINI	3077	SEWER LATERAL REIMBURSEMENT	\$2,000.00	84427222-52100	CONTRACTED SERVICES	\$2,000.00
					Vendor Total:	
LEHR AUTO ELECTRIC	SI28239	TABLET MOUNT AND HOLDER	\$898.00	80026110-56130	EXTERNAL SERVICES	\$898.00
					Vendor Total:	
LES SCHWAB TIRE CENTER	64000425529	MISC. TIRE SERVICES AS NEEDED	\$355.59	84027221-56130	EXTERNAL SERVICES	\$355.59
	64000425528	MISC. TIRE SERVICES AS NEEDED	\$747.12	84027225-56130	EXTERNAL SERVICES	\$747.12
	Vendor Total:		\$1,102.71			
MARK HILLIKER	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$168.00	10021210-52181	VOLUNTEER EXPENSES	\$84.00
				91521400-52181	VOLUNTEER EXPENSES	\$84.00
				Vendor Total:		\$168.00
MARK PIPPIN	16555	SHIRTS PER BID SPECIFICATION E	\$1,308.15	90000000-23226	CONCERT SERIES	\$1.50
				90000000-23226	CONCERT SERIES	\$1,308.15
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.50)
				Vendor Total:		\$1,308.15
MARTIN BRADLEY	3142	SEWER LATERAL REIMBURSEMENT	\$2,000.00	84427222-52100	CONTRACTED SERVICES	\$2,000.00
					Vendor Total:	
MELISSA MICHAEL	BA FY 18/19.1	BOOT REIMBURSEMENT	\$52.02	84027225-54100	SUPPLIES	\$52.02
					Vendor Total:	
MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY	UE52919	HAZARDOUS WASTE DISPOSAL	\$76.25	80526150-54100	SUPPLIES	\$76.25
					Vendor Total:	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MICHAEL MAYFIELD	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$136.00	10021210-52181	VOLUNTEER EXPENSES	\$68.00
				91521400-52181	VOLUNTEER EXPENSES	\$68.00
				Vendor Total:		\$136.00
MICROSOFT CORPORATION	021484-01362405	FULL CONFERENCE PASS - STANDARD	\$7,185.00	20913900-57100	LEARNING AND DEVELOPMENT	\$7,185.00
				Vendor Total:		\$7,185.00
MOTION INDUSTRIES INC	ca23-515789	FLUIITEK #P313 SECONDARY PANEL	\$2,923.68	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2,923.68
				Vendor Total:		\$2,923.68
NCPA	006102-0619026	JUN 19 NCPA	\$684,690.00	80026440-58104	NCPA MANAGEMENT SERVICES	\$51,516.00
				80026440-58101	NCPA PLANT GENERATION	\$284,285.00
				80026440-58102	NCPA POWER PURCHASES	\$195,511.00
				80026440-58105	NCPA THIRD PARTY SALES	(\$5,768.00)
				80026440-58103	NCPA TRANSMISSION	\$159,146.00
				Vendor Total:		\$684,690.00
ONE TIME PAY VENDOR	DV061319	CLEANING DEPOSIT REFUND - BARBARA BRITTINGHAM	\$200.00	69100000-46530	MUSEUM MEETING RENTALS	\$200.00
	DV061719	CLEANING DEPOSIT RETURN - UKIAH VALLEY ARTIST	\$300.00	10022100-46350	PLAZA RENTAL	\$300.00
	71204-2	UTILITY REFUND - DIANE R WOLMUTH	\$9,000.00	90100000-10420	UTILITY RECEIVABLES	\$9,000.00
	121472-5	UTILITY REFUND - KATRINA SMITH	\$13.17	90100000-10421	UTILITY RECEIVABLES CLEARING	\$13.17
	121449-3	UTILITY REFUND - BEVERLY SANDERS REALITY	\$269.71	90100000-10421	UTILITY RECEIVABLES CLEARING	\$269.71
				Vendor Total:		\$9,782.88
OWEN EQUIPMENT COMPANY	00045977	SUCTION TEE WELL	\$425.81	84027221-56130	EXTERNAL SERVICES	\$425.81
				Vendor Total:		\$425.81
PACE SUPPLY CORPORATION	025341542	PVC ADAPTOR SOCKET	\$13.17	82027111-56300	BUILDING MAINT. & REPAIR	\$13.17
	025331852	PVC SOCKETS	\$15.97	82027111-56300	BUILDING MAINT. & REPAIR	\$15.97
	025341066	PVC BUSHING SOCKET	\$20.62	82027111-56300	BUILDING MAINT. & REPAIR	\$20.62
	025337904	JOINT FITTING PIPE	\$112.22	82027114-54100	SUPPLIES	\$112.22

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PACE SUPPLY CORPORATION	025362801	PVC SOCKET, CHLORINE SANTIZER	\$114.32	82027114-54100	SUPPLIES	\$114.32
	025349722	GASKET METER RUBBER	\$160.31	82027114-54100	SUPPLIES	\$160.31
	025241929	QUALITY INSULATION	\$476.44	82027114-54100	SUPPLIES	\$476.44
	025348054	MANHOLE HOOK	\$31.85	84027221-54100	SUPPLIES	\$31.85
	Vendor Total:					\$944.90
PACIFIC REDWOOD MEDICAL GROUP INC	1906	EMPLOYMENT PHYSICALS	\$153.60	10016100-54161	BACKGROUND & PHYSICALS	\$153.60
	1948	EMPLOYMENT PHYSICALS	\$274.40	10021210-54161	BACKGROUND & PHYSICALS	\$274.40
	Vendor Total:					\$428.00
PERFORMANCE ADVANTAGE COMPANY INC	0090147-IN	SWING OUT TOOL BOARD	\$1,122.96	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$4.47)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.12)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$4.49)
				91721400-80100	MACHINERY & EQUIPMENT	\$79.59
				91721400-80100	MACHINERY & EQUIPMENT	\$1,122.96
				90000000-23028	MEASURE Y DISTRICT TAX	(\$4.49)
				90000000-23013	STATE USE TAX LIABILITY	(\$65.02)
				Vendor Total:		
PETER ARMSTRONG	MAY 19	VOLUNTEER REIMBURSEMENT	\$96.00	10021210-52181	VOLUNTEER EXPENSES	\$48.00
				91521400-52181	VOLUNTEER EXPENSES	\$48.00
				Vendor Total:		
PETERSON TRUCKS INC	210593P	BLADE BOX	\$28.74	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.13)
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$0.20
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$28.74
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.07)
	211648P	FLEETRITE BLOWER	\$204.58	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.94)
				84027221-56130	EXTERNAL SERVICES	\$1.42
				84027221-56130	EXTERNAL SERVICES	\$204.58

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PETERSON TRUCKS INC	211648P	FLEETRITE BLOWER	\$204.58	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.48)
					Vendor Total:	\$233.32
PG&E CO	7075-1 JUN 19	PACIFIC GAS & ELECTRIC	\$11.76	10022100-55210	UTILITIES	\$11.76
	0853-6 JUN 19	PACIFIC GAS & ELECTRIC	\$3,234.03	31122000-55210	UTILITIES	\$3,234.03
					Vendor Total:	\$3,245.79
PHENOVA	150501	PROFICIENCY TESTING SAMPLES	\$631.85	84027225-52114	COMPLIANCE STUDIES	\$631.85
	150473	PROFICIENCY TESTING SAMPLES	\$759.24	84027225-52114	COMPLIANCE STUDIES	\$759.24
					Vendor Total:	\$1,391.09
PUBLIC SERVICE DEPARTMENT	CITY MAY 19	CITY UTILITIES	\$125,352.92	80626450-52133	MONTHLY DISCOUNT PROGRAM	\$153.19
				10022100-55210	UTILITIES	\$9,792.48
				10022300-55210	UTILITIES	\$3,380.86
				10024214-55210	UTILITIES	\$802.03
				10024620-55210	UTILITIES	\$355.80
				20620231-55210	UTILITIES	\$70.67
				20822500-55210	UTILITIES	\$7,417.47
				20824300-55210	UTILITIES	\$1,180.18
				25024300-55210	UTILITIES	\$111.70
				64020213-55210	UTILITIES	\$556.92
				69122700-55210	UTILITIES	\$3,092.15
				72022400-55210	UTILITIES	\$25,572.04
				73022600-55210	UTILITIES	\$2,096.26
				77725200-55210	UTILITIES	\$2,829.77
				80026400-55210	UTILITIES	\$1,612.84
				80526150-55210	UTILITIES	\$12,240.29
				82027111-55210	UTILITIES	\$18,365.65
				84027221-55210	UTILITIES	\$82.67
				84027225-55210	UTILITIES	\$35,639.95
	81411-1 APR 19	SEWER - 1500 S STATE ST	\$53.47	10021210-55210	UTILITIES	\$26.73
				91521400-55210	UTILITIES	\$26.74

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	90558-8 APR 19	SEWER - 141 LOVERS LN	\$79.87	10021210-55210	UTILITIES	\$39.93
				91521400-55210	UTILITIES	\$39.94
	89690-2 APR 19	SEWER - 1640 S STATE ST	\$155.04	31122000-55210	UTILITIES	\$155.04
	Vendor Total:					\$125,641.30
RAY A MORGAN COMPANY	2552768	COPIER LEASE & SERVICE	\$57.00	10021210-54100	SUPPLIES	\$28.50
				91521400-54100	SUPPLIES	\$28.50
	Vendor Total:					\$57.00
REDWOOD FORD	132394	HOSE ASSEMBLY	\$35.51	10020210-56130	EXTERNAL SERVICES	\$35.51
	132435	SPARK PLUG, VALVE ASSEMBLY	\$72.32	10020210-56130	EXTERNAL SERVICES	\$72.32
	132514	BEZEL, COVER	\$109.08	10020210-56130	EXTERNAL SERVICES	\$109.08
	FOCS145908	OIL ASSEMBLY, GASKETS, BOLTS	\$139.00	10020210-56130	EXTERNAL SERVICES	\$139.00
	132360	BRAKE KIT, ELEMENT & FILTER ASSEMBLY	\$160.05	10020210-56130	EXTERNAL SERVICES	\$160.05
	132366	WHEEL ASSEMBLY	\$192.51	10020210-56130	EXTERNAL SERVICES	\$192.51
	132412	THERMOSTAT & MIRROR ASSEMBLY, CAP	\$500.70	10020210-56130	EXTERNAL SERVICES	\$500.70
	132236	SWITCH ASSEMBLY	\$55.40	10022100-56130	EXTERNAL SERVICES	\$55.40
	132243	COVER	\$79.70	10022100-56130	EXTERNAL SERVICES	\$79.70
	Vendor Total:					\$1,344.27
REXEL USA INC	V378972	POWER FUSES	\$195.36	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.91)
				82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.91
				82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$195.36
	V252590	LUBE	\$241.88	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.13)
				80026120-54100	SUPPLIES	\$1.13
				80026120-54100	SUPPLIES	\$241.88
	Vendor Total:					\$437.24
RICHARD SEANOR	TR 6/1/19	TRAVEL REIMBURSEMENT	\$74.63	10024224-57100	LEARNING AND DEVELOPMENT	\$74.63
Vendor Total:					\$74.63	
RYAN KRIKEN	BA FY 18/19	BOOT ALLOWANCE	\$150.00	84027225-54100	SUPPLIES	\$150.00
Vendor Total:					\$150.00	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SILVA SEPTIC INC	79279	PORTABLE RESTROOM RENTAL	\$185.09	10021210-54100	SUPPLIES	\$92.54
				91521400-54100	SUPPLIES	\$92.55
				Vendor Total:		\$185.09
SLAM DUNK PIZZA	202	FAMILY FUN IN THE SUN LUCHEON	\$106.81	90000000-23243	FAMILY FUN IN THE SUN	\$106.81
				Vendor Total:		\$106.81
STATE WATER RESOURCES CONTROL BOARD	51622	RE-EXAM- M MICHAEL	\$230.00	84027225-57100	LEARNING AND DEVELOPMENT	\$230.00
				Vendor Total:		\$230.00
THE OKONITE COMPANY	12708	CONDUCTOR - ELECTRIC UTILITY	\$20,577.38	80000000-12104	INVENTORY - PURCHASES	\$20,577.38
	11404	CONDUCTORS - ELECTRIC UTILITY	\$62,798.42	80000000-12104	INVENTORY - PURCHASES	\$62,798.42
			Vendor Total:		\$83,375.80	
THURSTON CHRYSLER DODGE JEEP RAM	17230	RADIATOR, AA FILTERS	\$1,340.14	80026110-56130	EXTERNAL SERVICES	\$1,340.14
				Vendor Total:		\$1,340.14
TONY DELAPO	MAY 19	VOLUNTEER REIMBURSEMENT	\$120.00	10021210-52181	VOLUNTEER EXPENSES	\$60.00
				91521400-52181	VOLUNTEER EXPENSES	\$60.00
				Vendor Total:		\$120.00
TORI CARPENTER	MAY 19	VOLUNTEER REIMBURSEMENT	\$104.00	10021210-52181	VOLUNTEER EXPENSES	\$52.00
				91521400-52181	VOLUNTEER EXPENSES	\$52.00
				Vendor Total:		\$104.00
TRACTOR SUPPLY CREDIT PLAN	300319028	RETURNED PINS AND CLIPS	(\$13.06)	20822500-56130	EXTERNAL SERVICES	(\$13.06)
	300319021	TRI-BALL CLASS, PINS, CLIPS	\$75.10	20822500-56130	EXTERNAL SERVICES	\$75.10
	300315559	FLAT TIRE, DELUXE SPOT SPRAYER	\$302.62	84027225-54102	SMALL TOOLS	\$302.62
			Vendor Total:		\$364.66	
TRI-VALLEY PAINTS	1-83299	PAINT SUPPLIES	\$47.74	82027111-56300	BUILDING MAINT. & REPAIR	\$47.74
				Vendor Total:		\$47.74
TUFTS POLYGRAPH & INVESTIGATION	2019-474(A)	POLYGRAPH & INVESTIGATION SERVICE	\$800.00	10020210-52100	CONTRACTED SERVICES	\$800.00
				Vendor Total:		\$800.00
TURF STAR INC	7065106-01	SPRING GAS DOOR	\$126.22	10022100-56130	EXTERNAL SERVICES	\$126.22

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TURF STAR INC	7065106-00	FILTER AIR	\$604.73	10022100-56130	EXTERNAL SERVICES	\$604.73
					Vendor Total:	\$730.95
UKIAH AUTO PARTS	109639	V-BELTS, AEROSOL SPRAY	\$55.57	20822500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$55.57
	107193	BATTERY	\$45.63	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$45.63
	108570	WIRE CONNECTOR	\$15.16	10021210-56130	EXTERNAL SERVICES	\$15.16
	110547	RETAINER	\$12.78	20822500-56130	EXTERNAL SERVICES	\$12.78
	110248	CONNECTOR, BRACKET	\$19.27	20822500-56130	EXTERNAL SERVICES	\$19.27
	110504	BRAKE KIT	\$33.16	20822500-56130	EXTERNAL SERVICES	\$33.16
	110297	BRAKE CONTROLLER	\$38.59	20822500-56130	EXTERNAL SERVICES	\$38.59
	107118	FUEL FILTER	\$10.88	84027225-56130	EXTERNAL SERVICES	\$10.88
	109166	OIL FILTER	\$17.49	84027225-56130	EXTERNAL SERVICES	\$17.49
	107461	CONNECTORS	\$28.81	84027225-56130	EXTERNAL SERVICES	\$28.81
	107490	ARMOR WIPES, TIRE CARE, BOOSTER CABLE	\$146.42	20324100-54100	SUPPLIES	\$146.42
					Vendor Total:	\$423.76
UKIAH VALLEY MEDICAL CENTER	2354	EMPLOYMENT PHYSICALS	\$869.45	10021210-54100	SUPPLIES	\$869.45
					Vendor Total:	\$869.45
USA BLUEBOOK	904409	METER	\$484.56	84027225-54100	SUPPLIES	\$484.56
					Vendor Total:	\$484.56
VERIZON WIRELESS	9831285953	UVFA CELLULAR PHONES	\$266.07	10021210-55100	TELEPHONE	\$133.03
				91521400-55100	TELEPHONE	\$133.04
					Vendor Total:	\$266.07
VWR INTERNATIONAL INC	8086493556	LABORATORY SUPPLIES WWTP	\$440.98	84027225-54103	LAB SUPPLIES	\$440.98
					Vendor Total:	\$440.98
WASTE MANAGEMENT	2766908-2561-3	GARBAGE SERVICE	\$59.50	10021210-55210	UTILITIES	\$29.75
				91521400-55210	UTILITIES	\$29.75
	2767117-2561-0	GARBAGE SERVICE	\$59.50	10021210-55210	UTILITIES	\$29.75
				91521400-55210	UTILITIES	\$29.75
					Vendor Total:	\$119.00

List of Checks Presented for Approval on 6/21/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WAYLON HOCKEMIER	MAY 19	VOLUNTEER REIMBURSEMENT	\$312.00	10021210-52181	VOLUNTEER EXPENSES	\$156.00
				91521400-52181	VOLUNTEER EXPENSES	\$156.00
				Vendor Total:		\$312.00
WERLE ENTERPRISE LLC	0095413	WATER DROP MAGNETS	\$233.00	82027110-54100	SUPPLIES	\$233.00
					Vendor Total:	
WESCO GRAPHICS INC	45147	PRODUCTION OF RECREATION GUIDE	\$6,187.25	10022850-54100	SUPPLIES	\$6,187.25
					Vendor Total:	
WEX BANK	59638006	FUEL FOR POLICE	\$879.52	10020210-56210	FUEL & FLUIDS	\$879.52
					Vendor Total:	
WYATT IRRIGATION CO	258253 00	ANTON IRRIGATION PARTS	\$29.97	10022100-54100	SUPPLIES	\$29.97
	258204 00	PVC COUPLING CONDUCTOR, PRIMER	\$135.42	10022100-54100	SUPPLIES	\$135.42
	Vendor Total:		\$165.39			
INVOICE TOTAL:						\$1,511,563.77

List of Checks Presented for Approval on 6/28/2019

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

 7-9-19 DH
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ACTION RENTS	404804-2	DOZER JD550 6WAY BLADE/RIP REN	\$1,062.11	70024500-54100	SUPPLIES	\$1,062.11
Vendor Total:						\$1,062.11
ACCURATE MEASUREMENT SYSTEMS	V032719DP7	TRANSMITTERS	\$40,527.70	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$40,527.70
Vendor Total:						\$40,527.70
ACME RIGGING & SUPPLY CO	302327	MISC RENTAL & SUPPLIES AS NEEDED	\$89.26	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$89.26
	302326	MISC RENTAL & SUPPLIES AS NEEDED	\$324.43	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$324.43
	302107	MISC RENTAL & SUPPLIES AS NEEDED	\$535.53	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$535.53
	301947	MISC RENTAL & SUPPLIES AS NEEDED	\$700.26	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$700.26
Vendor Total:						\$1,649.48
ADAMSON POLICE PRODUCTS	INV301265	ION T-SERIES LINEAR LT RED	\$182.43	10020210-56130	EXTERNAL SERVICES	\$182.43
	INV303629	ION LIGHTS	\$224.08	10020210-56130	EXTERNAL SERVICES	\$224.08
	INV302782	MAGNETIC MIC CLIP	\$149.04	10021210-56130	EXTERNAL SERVICES	\$37.26
				10021210-56130	EXTERNAL SERVICES	\$37.26
				91521400-56130	EXTERNAL SERVICES	\$74.52
	INV300939	SPEAKER WITH BRACKET KIT	\$179.65	10021210-56130	EXTERNAL SERVICES	\$179.65
	INV303110	VERTEX SUPER LED	\$152.31	91521400-56130	EXTERNAL SERVICES	\$152.31
	INV303109	NFPA SURFACE ION LIGHT	\$197.95	10020210-80100	MACHINERY & EQUIPMENT	\$197.95
Vendor Total:						\$1,085.46
ADRIAN MATA	DV061719	INSTRUCTOR	\$600.00	10022850-52100	CONTRACTED SERVICES	\$600.00
Vendor Total:						\$600.00
AFLAC	982257	CANCER/LIFE/ACC INSURANCE	\$7,315.86	20700000-20527	SECTION 125 (CANCER & LIFE)	\$7,315.86
Vendor Total:						\$7,315.86

List of Checks Presented for Approval on 6/28/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AFLAC GROUP INSURANCE	A119134900	JUN 19 AFLAC CRITICAL CARE INS	\$378.96	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$378.96
					Vendor Total:	\$378.96
AL SMATSKY	66	DESIGN, ENGINEERING & CONSULTAN	\$12,756.43	80126100-80220	BUILDING IMPROVEMENTS	\$4,695.47
				80126100-80230	INFRASTRUCTURE	\$2,235.48
				80126100-80230	INFRASTRUCTURE	\$5,825.48
					Vendor Total:	\$12,756.43
ALAN HODGE	BA FY 18/19	BOOT ALLOWANCE	\$150.00	84027225-54100	SUPPLIES	\$150.00
					Vendor Total:	\$150.00
ALL IN ONE AUTO REPAIR & TOWING	66985	TOWING SERVICES	\$500.00	82027114-56130	EXTERNAL SERVICES	\$500.00
					Vendor Total:	\$500.00
ALSCO-AMERICAN LINEN DIVISION	LSRO1143272	LAUNDRY SERVICES	\$33.60	20324100-52100	CONTRACTED SERVICES	\$33.60
	LSRO1141826	LAUNDRY SERVICES	\$174.69	20324100-52100	CONTRACTED SERVICES	\$174.69
	LSRO1144713	LAUNDRY SERVICES	\$174.69	20324100-52100	CONTRACTED SERVICES	\$174.69
					Vendor Total:	\$382.98
AMADOU CAMARA	DV041419	INSTRUCTOR	\$100.80	10022850-52100	CONTRACTED SERVICES	\$100.80
					Vendor Total:	\$100.80
AMAURY CONTRERAS	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$80.00	91521400-52181	VOLUNTEER EXPENSES	\$80.00
					Vendor Total:	\$80.00
AMAZON CAPITAL SERVICES	1PLY-N9PT-R1GD	MONITOR ARMS	\$522.58	20913900-54330	COMPUTER AND TECHNOLOGY	\$522.58
	1PLY-N9PT-YDN3	HEADPHONES WITH MIC	\$26.43	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.13)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.05)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.13)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.13)
				90000000-23013	STATE USE TAX LIABILITY	(\$1.91)
				20620231-54100	SUPPLIES	\$2.35
				20620231-54100	SUPPLIES	\$26.43
	1Q7H-43NT-G6DT	DVD'S AND VIDEO CONVERTER	\$54.41	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.18)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.06)

List of Checks Presented for Approval on 6/28/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1Q7H-43NT- G6DT	DVD'S AND VIDEO CONVERTER	\$54.41	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.18)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.18)
				90000000-23235	MOVIES IN THE PLAZA	\$3.26
				90000000-23235	MOVIES IN THE PLAZA	\$54.41
				90000000-23013	STATE USE TAX LIABILITY	(\$2.66)
	1M43-GQ3T- KQVH	TOW MIRRORS AND BRACKETS	\$114.27	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.57)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.15)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.57)
				10022810-56130	EXTERNAL SERVICES	\$10.14
				10022810-56130	EXTERNAL SERVICES	\$114.27
	1JHJ-LMMY- JYMD	TRASH BAGS AND TIES	\$174.63	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.57)
				90000000-23013	STATE USE TAX LIABILITY	(\$8.28)
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.87)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.23)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.87)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.87)
				90000000-23013	STATE USE TAX LIABILITY	(\$12.66)
				10012300-54100	SUPPLIES	\$15.50
				10012300-54100	SUPPLIES	\$174.63
				Vendor Total:		\$892.32
ANIXTER	4228502-00	CABLE CONDUCTOR	\$1,579.56	80000000-12104	INVENTORY - PURCHASES	\$1,579.56
				Vendor Total:		\$1,579.56
ARROW FENCING	79522	108 TEMPORARY FENCE PANELS - 5	\$2,268.00	10017200-52100	CONTRACTED SERVICES	\$2,268.00
				Vendor Total:		\$2,268.00
AT&T	2463 JUN 19	TELEPHONE	\$44.65	10021210-55100	TELEPHONE	\$22.32
				91521400-55100	TELEPHONE	\$22.33
				Vendor Total:		\$44.65

List of Checks Presented for Approval on 6/28/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ATHYNA SAAVEDRA	DV061719	INSTRUCTOR	\$400.00	10022850-52100	CONTRACTED SERVICES	\$400.00
					Vendor Total:	\$400.00
B & B INDUSTRIAL SUPPLY INC	206702	HOT FLAT BAR, CRIMPED WIRE AND MAGNET	\$25.48	10021210-56130	EXTERNAL SERVICES	\$25.48
	206591	ALUMINUM SHEET	\$54.57	10021210-56130	EXTERNAL SERVICES	\$27.28
				10021210-56130	EXTERNAL SERVICES	\$27.29
	206172	COUPLERS, ALUMINUM PIPE	\$229.01	10021210-56130	EXTERNAL SERVICES	\$229.01
	206382	STAINLESS PLATES AND ANGLES	\$520.80	10021210-56130	EXTERNAL SERVICES	\$260.40
				10021210-56130	EXTERNAL SERVICES	\$260.40
					Vendor Total:	\$829.86
BELKORP AG	545018	WASHERS, NUTS, SCREWS AND FILTERS	\$760.26	10024620-56130	EXTERNAL SERVICES	\$253.42
				77725200-56130	EXTERNAL SERVICES	\$253.42
				84027225-56130	EXTERNAL SERVICES	\$253.42
	545752	CONDENSER AND O-RINGS	\$371.93	84027225-56130	EXTERNAL SERVICES	\$371.93
					Vendor Total:	\$1,132.19
BLARNEY PUBLISHING INC	19MGS026	FULL PAGE ADVERTISEMENT	\$1,708.00	10012600-52510	ADVERTISING & PROMOTION	\$1,708.00
					Vendor Total:	\$1,708.00
BORIS PROKOP	UKIAH-2019-05	ASSIST EUD WITH REGULATORY & M	\$4,500.00	80026400-52100	CONTRACTED SERVICES	\$4,500.00
					Vendor Total:	\$4,500.00
BOUTIN JONES INC	118837	LEGAL RETAINER FOR UVSD LITIGA	\$89.44	84427222-52100	CONTRACTED SERVICES	\$89.44
	119408	LEGAL RETAINER FOR UVSD LITIGA	\$134.16	84427222-52100	CONTRACTED SERVICES	\$134.16
					Vendor Total:	\$223.60
BRISCOE IVESTER & BAZEL LLP	11340	LEGAL COUNSEL - WATER RESOURCE	\$1,575.00	82027110-52150	LEGAL SERVICES/EXPENSES	\$1,575.00
					Vendor Total:	\$1,575.00
BROADCAST MICROWAVE SERVICES INC	SI-109856	HARDWARE EXTENDED WARRANTY - F	\$3,564.00	63820210-52100	CONTRACTED SERVICES	\$3,564.00
					Vendor Total:	\$3,564.00
BUSINESS CARD	09491J	SACRAMENTO BEE ADVERTISING	\$445.97	10016100-54162	ADVERTISING	\$445.97
	2913	JOB POSTING	\$510.00	10016100-54162	ADVERTISING	\$510.00
	Y4NTQLNDW2	FACEBOOK ADVERTISING	\$69.74	10018000-52510	ADVERTISING & PROMOTION	\$69.74
	S010391	SOFTWARE MONTHLY SERVICE FEE	\$50.00	77725200-58401	AVIATION FUEL	\$50.00

List of Checks Presented for Approval on 6/28/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	S010739	SOFTWARE MONTHLY SERVICE FEE	\$50.00	77725200-58401	AVIATION FUEL	\$50.00
	91356025	RECORDATION NOE-DEMOLITION OF 2 STRUCTURES	\$52.50	10022100-80220	BUILDING IMPROVEMENTS	\$26.25
				10022100-80220	BUILDING IMPROVEMENTS	\$26.25
	382697	SPRAY PAINT	\$24.54	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.05)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.02)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.08)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.08)
				90000000-23013	STATE USE TAX LIABILITY	(\$1.06)
				80026210-54100	SUPPLIES	\$1.29
				80026210-54100	SUPPLIES	\$24.54
	19003082	CUSTOM PUZZLES - GROVE PARK ROCKET SHIP	\$80.96	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.38)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.10)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.40)
				90000000-23243	FAMILY FUN IN THE SUN	\$6.98
				90000000-23243	FAMILY FUN IN THE SUN	\$80.96
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.40)
				90000000-23013	STATE USE TAX LIABILITY	(\$5.70)
	6503165	WRISTBANDS	\$119.60	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.59)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.15)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.60)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.60)
				90000000-23013	STATE USE TAX LIABILITY	(\$8.68)
				10022300-54100	SUPPLIES	\$10.62
				10022300-54100	SUPPLIES	\$119.60
	232998205185	ELECTROSWITCH	\$250.28	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.16)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.30)

List of Checks Presented for Approval on 6/28/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	232998205185	ELECTROSWITCH	\$250.28	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.18)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.18)
				80026210-54102	SMALL TOOLS	\$20.86
				80026210-54102	SMALL TOOLS	\$250.28
				90000000-23013	STATE USE TAX LIABILITY	(\$17.04)
	PP-00105	ZETA DRI PAKS	\$604.00	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$3.02)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.76)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.02)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.02)
				90000000-23013	STATE USE TAX LIABILITY	(\$43.79)
				80026220-54100	SUPPLIES	\$53.61
				80026220-54100	SUPPLIES	\$604.00
	122117-CS	LOVIBOND #194210 TB 250 IR POR	\$1,802.15	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$8.79)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$2.21)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$8.82)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$8.82)
				90000000-23013	STATE USE TAX LIABILITY	(\$127.80)
				82027110-54100	SUPPLIES	(\$0.01)
				82027110-54100	SUPPLIES	\$40.00
				82027110-54100	SUPPLIES	\$78.22
				82027111-54100	SUPPLIES	(\$0.52)
				82027111-54100	SUPPLIES	\$78.22
				82027111-54100	SUPPLIES	\$1,762.68
	16810309	SWIMWEAR	\$425.85	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$5.18)
				10022300-54100	SUPPLIES	\$5.18
				10022300-54100	SUPPLIES	\$425.85
	X5-1836801142	1 YEAR SERVICE FEE	\$232.94	90000000-23236	FIELD SIGNAGE FEES	\$232.94

List of Checks Presented for Approval on 6/28/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	568212	LODGING - L LAWLER	\$187.40	10010000-57100	LEARNING AND DEVELOPMENT	\$187.40
	ATT2019	REGISTRATION - K LAWLER	\$550.00	10010000-57100	LEARNING AND DEVELOPMENT	\$550.00
	041024	PARKING FEE	\$55.00	10013400-57100	LEARNING AND DEVELOPMENT	\$55.00
	061919	BAGGAGE FEE - D BUFFALO	\$60.00	10013400-57100	LEARNING AND DEVELOPMENT	\$60.00
	2925559	REGISTRATION - D BUFFALO	\$420.00	10013400-57100	LEARNING AND DEVELOPMENT	\$420.00
	0719	LODGING - D BUFFALO	\$549.80	10013400-57100	LEARNING AND DEVELOPMENT	\$549.80
	658995290	LODGING - S MANNION	\$201.94	10016100-57100	LEARNING AND DEVELOPMENT	\$201.94
	89735159	REGISTRATION - N SAWYER	\$220.00	10020210-57100	LEARNING AND DEVELOPMENT	\$220.00
	1661-7290	REGISTRATION - D MCQUEARY, N GARCIA	\$394.00	10020210-57100	LEARNING AND DEVELOPMENT	\$394.00
	SF-D 21706	LODGING - M WILLIAMSON	\$205.30	20413500-57100	LEARNING AND DEVELOPMENT	\$205.30
	17755713340	LODGING - D BUFFALO	\$1,938.24	20513380-57100	LEARNING AND DEVELOPMENT	\$1,938.24
	1021506	FUEL	\$6.49	82027111-57100	LEARNING AND DEVELOPMENT	\$6.49
	053119	DEPT. MEETING SUPPLIES	\$261.29	82027111-57100	LEARNING AND DEVELOPMENT	\$261.29
	138	REGISTRATION - N KIRBY	\$105.28	82027114-57100	LEARNING AND DEVELOPMENT	\$105.28
	2343	REGISTRATION - R HULBERT	\$105.28	82027114-57100	LEARNING AND DEVELOPMENT	\$105.28
	053019	DEPT. METTING SUPPLIES	\$149.92	82027114-57100	LEARNING AND DEVELOPMENT	\$149.92
	E08008BWR3	MICROSOFT ONLINE SERVICE	\$30.00	10013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$30.00
	2504261588	RECHARGEABLE BATTERIES	\$67.19	80026210-54102	SMALL TOOLS	\$67.19
	158270	USB SERIAL CABLES	\$296.14	80026210-54102	SMALL TOOLS	\$296.14
	371-SO13014573	CIRCUIT TRACING KIT, GUN SOLDERING	\$752.08	80026210-54102	SMALL TOOLS	\$752.08
	062019	789-KIT 4 FLUKE MULTIMETER DIG	\$1,083.98	84027225-54102	SMALL TOOLS	\$1,083.98
	09285J	GENERAL PLAN KICKOFF MEETING	\$51.75	10010000-54100	SUPPLIES	\$51.75
	060319	BUDGET HEARING DINNER	\$117.00	10010000-54100	SUPPLIES	\$117.00

List of Checks Presented for Approval on 6/28/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	A6UM7LWLY2	FACEBOOK ADVERTISING	\$35.00	10020210-54100	SUPPLIES	\$35.00
	HUBNTLNMY2	FACEBOOK ADVERTISING	\$39.65	10020210-54100	SUPPLIES	\$39.65
	051619	POLICE APPRECIATION WEEK	\$251.70	10020210-54100	SUPPLIES	\$251.70
	40576283	SIDEWALK SIGNS	\$106.74	10022300-54100	SUPPLIES	\$71.15
				10022840-54100	SUPPLIES	\$35.59
	00400846	PD SUPPLIES	\$277.63	20620231-54100	SUPPLIES	\$277.63
	180013	DUTY LEATHER CASES	\$462.00	20620231-54100	SUPPLIES	\$462.00
	FS3737845-SO	SAFETY GLASSES	\$42.96	80026110-54100	SUPPLIES	\$42.96
	7211622	WIRE PULLING LUBRICANT	\$386.28	80026120-54100	SUPPLIES	\$386.28
	4578797	BRANDED COLD CUPS	\$23.04	82027110-54100	SUPPLIES	\$23.04
	SF-D 21920	SPRAY MARKING PAINT	\$176.81	84027221-54100	SUPPLIES	\$176.81
					Vendor Total:	\$14,328.42
CALIFORNIA STATE UNIVERSITY SACRAMENTO	788520	REGISTRATION WITH MANUALS	\$222.11	84027225-57100	LEARNING AND DEVELOPMENT	\$222.11
					Vendor Total:	\$222.11
CHEM DRY	19497	CARPET CLEANING SVCS	\$200.00	31122000-56300	BUILDING MAINT. & REPAIR	\$200.00
	19452	CARPET CLEANING SVCS	\$280.00	73022600-56300	BUILDING MAINT. & REPAIR	\$280.00
					Vendor Total:	\$480.00
CITIBANK N.A.	MAY 19	AIRFARE - G OWEN, D BUFFALO	\$657.30	10013400-57100	LEARNING AND DEVELOPMENT	\$424.30
				77725200-57100	LEARNING AND DEVELOPMENT	\$233.00
					Vendor Total:	\$657.30
CLARK PEST CONTROL	24050613	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTED SERVICES	\$95.00
					Vendor Total:	\$95.00
CONCUR TECHNOLOGIES INC	101800085014	CONCUR EXPENSE PAY SOFTWARE L	\$457.20	20413500-54320	SOFTWARE	\$457.20
					Vendor Total:	\$457.20
CONSUMERS PIPE & SUPPLY CO	S1429366.001	VALVCON #VC099642 FOR V SERIES	\$1,755.07	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,755.07
					Vendor Total:	\$1,755.07
COOPER COMPLIANCE CORPORATION	1915	COMPLIANCE & REPORTING SERVICE	\$500.00	80026400-52100	CONTRACTED SERVICES	\$500.00
					Vendor Total:	\$500.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DANIEL STEEL & MACHINE INC	14937	CRANE SERVICES AS NEEDED AT WWTP	\$83.81	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$83.81
	060319-C	CRANE SERVICES AS NEEDED AT WWTP	\$550.00	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$550.00
	14919	REPAIR BUMPER	\$718.58	10022810-56130	EXTERNAL SERVICES	\$718.58
	14942	LABOR AND MATERIALS	\$318.81	82027111-80230	INFRASTRUCTURE	\$318.81
Vendor Total:						\$1,671.20
DARLENE R SIMPSON	9201	REMOVE VAULT 30 AND REPLACE WI	\$1,270.50	80126100-80230	INFRASTRUCTURE	\$1,270.50
	9202	REMOVE VAULT 30 AND REPLACE WI	\$28,104.00	80126100-80230	INFRASTRUCTURW	\$28,104.00
Vendor Total:						\$29,374.50
DEEP VALLEY SECURITY	346588.5	SECURITY SYSTEM MONITORING AT	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	343425	MONITORING - SOFTBALL COMPLEX	\$306.14	10022100-52180	SECURITY SERVICES	\$306.14
	346588	ALARM SERVICES PER ATTACHED CO	\$311.60	10022100-52180	SECURITY SERVICES	\$26.95
				10022100-52180	SECURITY SERVICES	\$29.95
				10022822-52180	SECURITY SERVICES	\$32.95
				20822500-52180	SECURITY SERVICES	\$42.95
				20824300-52180	SECURITY SERVICES	\$49.00
				69122700-52180	SECURITY SERVICES	\$42.95
				73022600-52180	SECURITY SERVICES	\$19.95
				73022600-52180	SECURITY SERVICES	\$21.95
				82027111-52180	SECURITY SERVICES	\$20.00
				82027111-52180	SECURITY SERVICES	\$24.95
	346588.1	MONITORING - STREET/WATER DEPT	\$24.95	20824300-52180	SECURITY SERVICES	\$24.95
	346588.2	MONITORING - GARAGE	\$36.95	20824300-52180	SECURITY SERVICES	\$36.95
	346588.4	SECURITY UPGRADE & MONITORING/	\$42.95	69122700-52180	SECURITY SERVICES	\$42.95
	346588.3	PROVIDE AND INSTALL ELECTRONIC	\$52.95	80026400-52180	SECURITY SERVICES	\$52.95
Vendor Total:						\$815.49
DEPARTMENT OF JUSTICE	381673	CHEM/TEST REPORT CRIMINAL INVE	\$245.00	10020210-52100	CONTRACTED SERVICES	\$245.00
	377762	FINGERPRINTING	\$778.00	10022900-54169	LIVESCAN	\$714.00
				10016100-54165	NEW EMPLOYEE FINGERPRINT	\$64.00
Vendor Total:						\$1,023.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DEREK HEATH	DV061719	INSTRUCTOR	\$700.00	10022850-52100	CONTRACTED SERVICES	\$700.00
					Vendor Total:	\$700.00
EFFICIENCY SERVICES GROUP LLC	2324	ADMIN OF EUD PUBLIC BENEFITS P	\$3,691.42	80626450-52137	PUBLIC BENEFITS PROGRAM MGMT	\$3,691.42
	2348	ADMIN OF EUD PUBLIC BENEFITS P	\$1,901.90	80626450-52139	RESEARCH DEVELOPMENT & DEMO	\$1,901.90
					Vendor Total:	\$5,593.32
EPIC AVIATION LLC	A7201688	CREDIT/CORRECTION JET-A FUEL	(\$15,570.05)	77725200-58401	AVIATION FUEL	(\$15,570.05)
	7206521	JET-A FUEL	\$15,152.15	77725200-58401	AVIATION FUEL	\$15,152.15
	B7201688	JET-A FUEL	\$15,570.05	77725200-58401	AVIATION FUEL	\$15,570.05
					Vendor Total:	\$15,152.15
FARWEST LINE SPECIALTIES LLC	283032	ELECTRICAL EQUIPMENT AND SUPPLIES	\$348.16	80026110-54100	SUPPLIES	\$348.16
	282944	ELECTRICAL EQUIPMENT AND SUPPLIES	\$857.74	80026120-54100	SUPPLIES	\$857.74
					Vendor Total:	\$1,205.90
FASTENAL	35533	MISC. SUPPLIES AS NEEDED	\$25.72	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$25.72
	CAUKA35613	MISC. SUPPLIES AS NEEDED	\$267.96	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$267.96
	35840	MISC. SUPPLIES AS NEEDED	\$10.39	20324100-54100	SUPPLIES	\$10.39
					Vendor Total:	\$304.07
FRANCISCO GARCIA	DV061719	INSTRUCTOR	\$400.00	10022850-52100	CONTRACTED SERVICES	\$400.00
					Vendor Total:	\$400.00
FRIEDMANS HOME IMPROVEMENT	36710398	MISC. ITEMS AS NEEDED	\$39.96	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$39.96
	36708908	MISC. ITEMS AS NEEDED	\$46.71	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$46.71
	36720999	MISC. ITEMS AS NEEDED	\$107.04	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$107.04
	36686554	MISC. ITEMS AS NEEDED	\$235.69	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$148.60
				84027225-54102	SMALL TOOLS	\$87.09
	36695595	MISC. ITEMS AS NEEDED	\$23.56	82027111-56130	EXTERNAL SERVICES	\$23.56
	36718477	MISC. ITEMS AS NEEDED	\$14.70	80126100-80230	INFRASTRUCTURE	\$14.70

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36695907	MISC. ITEMS AS NEEDED	\$20.73	10024620-54120	PW - SPECIAL SUPPLIES	\$20.73
	36708373	MISC. ITEMS AS NEEDED	\$28.06	10024620-54120	PW - SPECIAL SUPPLIES	\$28.06
	36710496	MISC. ITEMS AS NEEDED	\$41.59	10024620-54120	PW - SPECIAL SUPPLIES	\$41.59
	36697210	MISC. ITEMS AS NEEDED	\$49.44	10024620-54120	PW - SPECIAL SUPPLIES	\$49.44
	36700926	MISC. ITEMS AS NEEDED	\$49.50	10024620-54120	PW - SPECIAL SUPPLIES	\$49.50
	36684927	MISC. ITEMS AS NEEDED	\$52.62	10024620-54120	PW - SPECIAL SUPPLIES	\$52.62
	36700859	MISC. ITEMS AS NEEDED	\$78.71	10024620-54120	PW - SPECIAL SUPPLIES	\$78.71
	36696166	MISC. ITEMS AS NEEDED	\$96.07	10024620-54120	PW - SPECIAL SUPPLIES	\$96.07
	36703306	MISC. ITEMS AS NEEDED	\$122.03	10024620-54120	PW - SPECIAL SUPPLIES	\$122.03
	36708176	MISC. ITEMS AS NEEDED	\$243.47	10024620-54120	PW - SPECIAL SUPPLIES	\$243.47
	36695542	MISC. ITEMS AS NEEDED	\$294.42	10024620-54120	PW - SPECIAL SUPPLIES	\$294.42
Vendor Total:						\$1,544.30
GARTON TRACTOR INC	CU44753	AIR FILTER, ELEMENT AND CARTRIDGE	\$88.37	10024620-56130	EXTERNAL SERVICES	\$88.37
	Vendor Total:					\$88.37
GCR TIRES & SERVICES	851-46031	TIRES, TUBES REPAIRS & LABOR	\$535.68	10020210-56130	EXTERNAL SERVICES	\$535.68
	851-46194	TIRES, TUBES REPAIRS & LABOR	\$890.00	10021210-56130	EXTERNAL SERVICES	\$445.00
				91521400-56130	EXTERNAL SERVICES	\$445.00
	851-45969	TIRES, TUBES REPAIRS & LABOR	\$793.16	10024620-56130	EXTERNAL SERVICES	\$793.16
	851-46059	TIRES, TUBES REPAIRS & LABOR	\$32.72	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$32.72
Vendor Total:						\$2,251.56
GENERAL PACIFIC INC	1340880	FAA PART 107 CERTIFICATION -	\$1,900.00	80026110-57100	LEARNING AND DEVELOPMENT	\$1,900.00
	Vendor Total:					\$1,900.00
GHD INC	120875	TRANSPORTATION IMPROVEMENTS RE	\$1,232.00	10024620-80230	INFRASTRUCTURE	\$1,232.00
	121671	PLAN & SPEC PREP - STREETSCAPE	\$32,161.46	50024220-80230	INFRASTRUCTURE	\$32,161.46
	121669	PLAN & SPEC PREP - STREETSCAPE	\$50,071.44	50024220-80230	INFRASTRUCTURE	\$50,071.44
	121673	PLAN & SPEC PREP - STREETSCAPE	\$22,417.48	82227113-80230	INFRASTRUCTURE	\$22,417.48
	121674	PLAN & SPEC PREP - STREETSCAPE	\$7,256.03	84427221-80230	INFRASTRUCTURE	\$7,256.03
Vendor Total:						\$113,138.41

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GHILOTTI CONSTRUCTION COMPANY INC	5794A16	RECYCLED WATER PROJECT	\$934,373.03	12024200-80230	INFRASTRUCTURE	\$1,250.87
				83027330-80230	INFRASTRUCTURE	\$3,493.75
				83027330-80230	INFRASTRUCTURE	\$929,628.41
				Vendor Total: \$934,373.03		
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CIO16627	GASKET AND STEERING PUMP	\$565.85	10021210-56130	EXTERNAL SERVICES	\$565.85
	CIO16666	#W16306 BEARING BALL, SINGLE R	\$941.56	20324100-58510	REIMBURSABLE JOBS	\$941.56
	Vendor Total: \$1,507.41					
GRAINGER INC	9189459085	Y-STRAINER	\$93.02	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$93.02
	9194967601	HAND RATCHET AND SOCKET	\$139.94	80026210-54102	SMALL TOOLS	\$139.94
	9195110870	STEINEL ELECTRIC HEAT GUN #406	\$1,399.88	80026210-54102	SMALL TOOLS	\$1,399.88
	9202541281	STREAMLIGHT LITHIUM BATTERIES	\$175.62	80026110-54100	SUPPLIES	\$175.62
	9187508255	DANGER SIGNS	\$18.22	84027225-54100	SUPPLIES	\$18.22
	9187162665	SAFETY SIGN	\$32.28	84027225-54100	SUPPLIES	\$32.28
	Vendor Total: \$1,858.96					
GRANICUS INC	113444	SOFTWARE & SERVICES AGREEMENT	\$206.00	10012500-54320	SOFTWARE	\$206.00
				Vendor Total: \$206.00		
GRANITE CONSTRUCTION COMPANY	1601374	MISC. ROCK & ROAD PATCH MATERIAL	\$1,220.11	82027114-54100	SUPPLIES	\$1,220.11
				Vendor Total: \$1,220.11		
GREGORY ALEXANDER WEKSEL	DV061719	INSTRUCTOR	\$1,856.00	10022850-52100	CONTRACTED SERVICES	\$1,856.00
				Vendor Total: \$1,856.00		
HOME DEPOT CREDIT SERVICES	0041563	BLINDS	\$640.60	10021210-56300	BUILDING MAINT. & REPAIR	\$320.30
				91521400-56300	BUILDING MAINT. & REPAIR	\$320.30
	6102025	CONNECT UNION	\$16.10	82027111-56300	BUILDING MAINT. & REPAIR	\$16.10
	3030681	SHEET SCREWS, DOOR SWEEP	\$21.15	82027111-56300	BUILDING MAINT. & REPAIR	\$21.15
	1011330	WRENCH, CHANNEL LOCKS SAFETY GLASSES	\$102.28	82027111-56300	BUILDING MAINT. & REPAIR	\$102.28
	7101954	POWER CLEANER	\$76.18	20822500-54102	SMALL TOOLS	\$76.18

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
HOME DEPOT CREDIT SERVICES	8021304	PLIERS, CHANNELLOCK, WIRE BRUSH	\$51.19	82027111-54102	SMALL TOOLS	\$51.19
					Vendor Total:	\$907.50
HOMEMADE PUBLICATIONS	13252	SUMMER 18-19 TRAVELERS GUIDE	\$1,500.00	75012700-52515	ADVERTISING & PUBLICATION	\$1,500.00
					Vendor Total:	\$1,500.00
INFOSEND INC	149476.2	INSERT - FIRE SAFETY	\$1,170.59	20513300-52100	CONTRACTED SERVICES	\$0.01
				10021210-54100	SUPPLIES	\$585.29
				91521400-54100	SUPPLIES	\$585.29
	144803.1	PUMPKINFEST 2018	(\$88.20)	90000000-23219	PUMPKINFEST	(\$88.20)
	144803.2	PUMPKINFEST 2018	\$88.20	90000000-23219	PUMPKINFEST	\$88.20
	152722	UB PRINT & MAIL SERVICES	\$925.38	80626450-52139	RESEARCH DEVELOPMENT & DEMO	\$925.38
	149476.1	INSERT - FIRE SAFETY	(\$1,170.59)	10021210-54100	SUPPLIES	(\$585.29)
				91521400-54100	SUPPLIES	(\$585.30)
	143602.1	WICKED SLUSH	(\$1,045.96)	10022100-54100	SUPPLIES	(\$1,045.96)
	143602.2	WICKED SLUSH	\$1,045.96	10022100-54100	SUPPLIES	\$1,045.96
	147390.1	INSERT UKIAH ON ICE	(\$962.82)	31422860-54100	SUPPLIES	(\$962.82)
	147390.2	INSERT - UKIAH ON ICE	\$962.82	31422860-54100	SUPPLIES	\$962.82
					Vendor Total:	\$925.38
INTERSTATE BATTERIES	380038188	BATTERIES	\$122.89	10020210-56130	EXTERNAL SERVICES	\$122.89
	350040659	BATTERIES	\$257.35	10021210-56130	EXTERNAL SERVICES	\$257.35
	380037655	BATTERIES	\$127.25	10022810-56130	EXTERNAL SERVICES	\$127.25
					Vendor Total:	\$507.49
INTERWEST CONSULTING GROUP INC	49603	ON-CALL BUILDING & PLAN CHECK	\$2,040.63	10023320-52100	CONTRACTED SERVICES	\$2,040.63
	50428	ON-CALL BUILDING & PLAN CHECK	\$2,692.25	10023320-52100	CONTRACTED SERVICES	\$2,692.25
					Vendor Total:	\$4,732.88
JACK HENRY & ASSOCIATES INC	3126306	ANNUAL LICENSE RENEWAL	\$4,355.00	20513300-54320	SOFTWARE	\$4,355.00
					Vendor Total:	\$4,355.00
JAMES PURCELL	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$56.00	10021210-52181	VOLUNTEER EXPENSES	\$28.00
				91521400-52181	VOLUNTEER EXPENSES	\$28.00
					Vendor Total:	\$56.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JASON PAGE	DV061719	INSTRUCTOR	\$450.00	10022850-52100	CONTRACTED SERVICES	\$450.00
					Vendor Total:	\$450.00
JOBS AVAILABLE	1914030	EMPLOYMENT ADVERTISING	\$429.00	10016100-54162	ADVERTISING	\$429.00
					Vendor Total:	\$429.00
JOHN FOSTER TRUCKING INC	24499	10' USED STEEL SHIPPING CONTAINER	\$2,230.00	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$10.00)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$2.50)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$10.00)
				82027114-54100	SUPPLIES	\$11.25
				82027114-54100	SUPPLIES	\$1,114.99
				84027221-54100	SUPPLIES	\$11.25
				84027221-54100	SUPPLIES	\$1,115.01
					Vendor Total:	\$2,230.00
JOHNSON'S QUALITY TREE CARE AND LOGGING CO LLC	E4853	EMERGENCY REMOVAL OF TREE	\$2,000.00	80026110-52100	CONTRACTED SERVICES	\$2,000.00
					Vendor Total:	\$2,000.00
KAILA DALBY	DV061719	INSTRUCTOR	\$400.00	10022850-52100	CONTRACTED SERVICES	\$400.00
					Vendor Total:	\$400.00
KAREN POPLAWSKI	DV060419	INSTRUCTOR	\$138.60	10022850-52100	CONTRACTED SERVICES	\$138.60
					Vendor Total:	\$138.60
KELLY-MOORE PAINT COMPANY INC	910-00000301838	MISC. PURCHASES AS REQUIRED	\$8.71	82027111-56300	BUILDING MAINT. & REPAIR	\$8.71
	910-00000301855	MISC. PURCHASES AS REQUIRED	\$15.22	82027111-56300	BUILDING MAINT. & REPAIR	\$15.22
	910-00000301690	MISC. PURCHASES AS REQUIRED	\$299.62	10024620-54120	PW - SPECIAL SUPPLIES	\$299.62
	910-00000301830	MISC. PURCHASES AS REQUIRED	\$299.62	10024620-54120	PW - SPECIAL SUPPLIES	\$299.62
	910-00000303169	MISC. PURCHASES AS REQUIRED	\$43.80	69122700-54100	SUPPLIES	\$43.80
	910-00000303066	MISC. PURCHASES AS REQUIRED	\$56.64	69122700-54100	SUPPLIES	\$56.64
	910-00000303068	MISC. PURCHASES AS REQUIRED	\$167.19	69122700-54100	SUPPLIES	\$167.19
					Vendor Total:	\$890.80
KEN FOWLER MOTORS INC	20292	MISC. AUTOMOTIVE PARTS AS NEEDED	\$141.64	10020210-56130	EXTERNAL SERVICES	\$141.64
	20341	MISC. AUTOMOTIVE PARTS AS NEEDED	\$177.69	10022100-56130	EXTERNAL SERVICES	\$177.69
					Vendor Total:	\$319.33

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
KURTIS CLARK JOHNSON	190	CONSULTING SERVICE	\$185.00	10024620-54120	PW - SPECIAL SUPPLIES	\$185.00
					Vendor Total:	\$185.00
KUSTOM SIGNALS INC	564614	FALCON HR MOVING & STATIONARY	\$4,033.50	10020210-54100	SUPPLIES	\$4,033.50
					Vendor Total:	\$4,033.50
LACO ASSOCIATES	0044053	PREPARE NOI FOR HMGP FOR FIRE	\$1,825.00	80026400-52100	CONTRACTED SERVICES	\$1,825.00
					Vendor Total:	\$1,825.00
LARRY WALKER ASSOCIATES INC	00564.05-5	APPLICATION PREPARATION (NPDES	\$17,225.84	84027225-52114	COMPLIANCE STUDIES	\$17,225.84
					Vendor Total:	\$17,225.84
LEAGUE OF CALIFORNIA CITIES	1603	DIVISION MEETING: M. MULHEREN	\$40.00	10010000-57100	LEARNING AND DEVELOPMENT	\$40.00
					Vendor Total:	\$40.00
LES SCHWAB TIRE CENTER	64000422575	MISC. TIRE SERVICES AS NEEDED	\$29.55	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$29.55
	64000423162	MISC. TIRE SERVICES AS NEEDED	\$103.64	10024620-56130	EXTERNAL SERVICES	\$103.64
	64000425238	MISC. TIRE SERVICES AS NEEDED	\$653.23	77725200-56130	EXTERNAL SERVICES	\$217.74
				10024620-80100	MACHINERY & EQUIPMENT	\$217.75
				84027225-80100	MACHINERY & EQUIPMENT	\$217.74
					Vendor Total:	\$786.42
LORELEI SCOTT	6901	VINYL LETTERING	\$243.24	73022600-56300	BUILDING MAINT. & REPAIR	\$243.24
	6799	VEHICLE GRAPHICS, REFLECTIVE VINYL	\$641.75	10021210-56130	EXTERNAL SERVICES	\$15.00
				10021210-56130	EXTERNAL SERVICES	\$121.94
				10021210-56130	EXTERNAL SERVICES	\$378.76
				91521400-56130	EXTERNAL SERVICES	\$15.00
				91521400-56130	EXTERNAL SERVICES	\$111.05
	6758	VEHICLE GRAPHICS	\$782.97	10021210-56130	EXTERNAL SERVICES	\$782.97
	6687	REFLECTIVE LOGOS AND ID'S	\$611.64	10024210-56130	EXTERNAL SERVICES	\$152.91
				20324100-56130	EXTERNAL SERVICES	\$152.91
				80026110-56130	EXTERNAL SERVICES	\$152.91
				82027111-56130	EXTERNAL SERVICES	\$152.91
					Vendor Total:	\$2,279.60

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LORY LIMBIRD	DV062019	REIMBURSEMENT - BIRTHDAY SUPPLIES	\$75.94	10016100-54167	EMPLOYEE DEVELOPMENT	\$75.94
					Vendor Total:	\$75.94
LS MITCHELL ARCHITECT INC	1059	ARCHITECTURE SVCS HASTING ROAD	\$13,362.44	80126100-80220	BUILDING IMPROVEMENTS	\$13,362.44
					Vendor Total:	\$13,362.44
LUIS VILLALOBOS	12/1/18-5/31/19	VOLUNTEER REIMBURSEMENT	\$136.00	91521400-52181	VOLUNTEER EXPENSES	\$136.00
					Vendor Total:	\$136.00
MARTIN BRADLEY	DV061419	REIMBURSEMENT- INTERNET OBSERVATORY PARK	\$461.34	10022100-55100	TELEPHONE	\$461.34
					Vendor Total:	\$461.34
MEAD & HUNT INC	291423	AIRPORT LAND USE PLAN UPDATE	\$25,496.00	10023100-52100	CONTRACTED SERVICES	\$25,496.00
	287744	DESIGN FOR FAA RUNWAY 15-33 PA	\$7,071.25	77800000-80230	INFRASTRUCTURE	\$7,071.25
	289977	DESIGN FOR FAA RUNWAY 15-33 PA	\$7,370.25	77800000-80230	INFRASTRUCTURE	\$7,370.25
					Vendor Total:	\$39,937.50
MELTON DESIGN GROUP INC	5475	LANDSCAPE ARCHITECT - RIVERSIDE	\$5,220.80	30522250-80220	BUILDING IMPROVEMENTS	\$5,220.80
					Vendor Total:	\$5,220.80
MENDO MILL & LUMBER CO	124239/1	PROPANE CYLINDERS	\$8.69	82027111-56210	FUEL & FLUIDS	\$8.69
	126377/1	GRAINDER, FLOOD LIGHTS AND STANDING LIGHT	\$1,074.60	25321210-54102	SMALL TOOLS	\$537.30
				91621400-54102	SMALL TOOLS	\$537.30
					Vendor Total:	\$1,083.29
MINTIER HARNISH LP	UKIAHGPU-01	GPU, EIR & ADVANCED PLANNING S	\$9,118.75	31523100-52100	CONTRACTED SERVICES	\$3,790.00
				31523100-52100	CONTRACTED SERVICES	\$5,328.75
					Vendor Total:	\$9,118.75
MISSOURI TURF PAINT	INV101505	WHITE ATHLETIC TURF PAINT	\$569.90	10022810-54100	SUPPLIES	\$569.90
					Vendor Total:	\$569.90
MUNI SERVICES LLC	INV06-006056	SALES TAX AUDIT REPORTING SERVICE	\$625.00	10013400-52100	CONTRACTED SERVICES	\$625.00
					Vendor Total:	\$625.00
MUNICIPAL MAINTENANCE EQUIPMENT	0138502-IN	NOZZLE	\$769.83	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$2.79)
				84027221-56130	EXTERNAL SERVICES	\$1.39
				84027221-56130	EXTERNAL SERVICES	\$1.40

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MUNICIPAL MAINTENANCE EQUIPMENT	0138502-IN	NOZZLE	\$769.83	84027221-56130	EXTERNAL SERVICES	\$384.91
				84027221-56130	EXTERNAL SERVICES	\$384.92
	0137628-IN	HANDGUN HOSE	\$464.92	84027221-56130	EXTERNAL SERVICES	\$464.92
	0137629-IN	NOZZLE	\$768.91	84027221-56130	EXTERNAL SERVICES	\$384.45
				84027221-56130	EXTERNAL SERVICES	\$384.46
					Vendor Total:	\$2,003.66
MUNNELL & SHERRILL	298729	CONVEYER BELT PARTS	\$153.40	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$153.40
					Vendor Total:	\$153.40
MUNSELLE CIVIL ENGINEERING	7960	TOPOGRAPHIC SURVEY - UKIAH LAN	\$2,207.50	70024500-80230	INFRASTRUCTURE	\$2,207.50
					Vendor Total:	\$2,207.50
NATHAN HENRY	DV061719	INSTRUCTOR	\$400.00	10022850-52100	CONTRACTED SERVICES	\$400.00
					Vendor Total:	\$400.00
OLIN CORPORATION	2686575	LIQUID SODIUM HYPOCHLORITE 12.	\$4,324.64	84027225-58202	CHEMICALS	\$4,324.64
					Vendor Total:	\$4,324.64
ONE TIME PAY VENDOR	DV062519	OVER CHARGED CUSTOMER REFUND - DAVES BIKE SHOP	\$72.66	10000000-41440	BUSINESS LICENSE TAX	\$72.66
	DV062119	PARK RENTAL REFUND - CAROL LASTER	\$90.00	10022100-46360	PARKS RENTAL	\$90.00
	109433-3	UTILITY REFUND- HOUSE OF STYLES	\$149.28	90100000-10421	UTILITY RECEIVABLES CLEARING	\$149.28
	115119-0	UTILITY REFUND - TIMOTHY ALLEN	\$274.53	90100000-10421	UTILITY RECEIVABLES CLEARING	\$274.53
					Vendor Total:	\$586.47
ONLINE INFORMATION SRVS INC	927351	UTILITY EXCHANGE REPORTING FY	\$165.00	20513300-52100	CONTRACTED SERVICES	\$165.00
	933339	UTILITY EXCHANGE REPORTING FY	\$184.50	20513300-52100	CONTRACTED SERVICES	\$184.50
					Vendor Total:	\$349.50
OPPERMAN & SON INC	01P20975	SMALL RADIATOR CAP	\$5.99	82027111-56130	EXTERNAL SERVICES	\$5.99
	01P21064	GASKET	\$26.63	82027111-56130	EXTERNAL SERVICES	\$26.63
	01P20909	T-BOLT CLAMP	\$34.73	82027111-56130	EXTERNAL SERVICES	\$34.73
	01P20868	LIQUID COOLANT	\$37.93	82027111-56130	EXTERNAL SERVICES	\$37.93
	01P20904	T-BOLT CLAMP	\$40.75	82027111-56130	EXTERNAL SERVICES	\$40.75
	01P21115	NIPPLE SOCKETS	\$78.27	82027111-56130	EXTERNAL SERVICES	\$78.27

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OPPERMAN & SON INC	01P20902	T-BOL CLAMPS	\$80.14	82027111-56130	EXTERNAL SERVICES	\$80.14
	01P20360	SILICONE HOSE	\$138.61	82027111-56130	EXTERNAL SERVICES	\$138.61
	01P20983	COOLANT TEST STRIPS, ASSEMBLY TUBE, HOSE	\$181.71	82027111-56130	EXTERNAL SERVICES	\$181.71
	01P21032	SUCTION HOSE	\$209.17	82027111-56130	EXTERNAL SERVICES	\$209.17
	01P20922	THERMOSTAT, GASKET	\$264.02	82027111-56130	EXTERNAL SERVICES	\$264.02
Vendor Total:						\$1,097.95
OTS WELDING INC	1716	PROVIDE ALL LABOR AND MATERIAL	\$2,390.00	31022700-80230	INFRASTRUCTURE	\$2,390.00
	Vendor Total:					
OWEN EQUIPMENT COMPANY	00046034	AIR SEAL SEGMENT, GASKET, WASHER	\$162.37	84027221-56130	EXTERNAL SERVICES	\$162.37
	00046102	INLET WELDMENT	\$994.34	84027221-56130	EXTERNAL SERVICES	\$994.34
Vendor Total:						\$1,156.71
PACE SUPPLY CORPORATION	025369508	NIPPLE VALVE	\$18.67	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$18.67
	025310724	SOCKET ADPTER	\$59.81	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$59.81
	025308526	CLARIFER & FILTER DRAINS	\$405.57	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$405.57
	025332857	AIR VENT SCREEN, NIPPLE SOCKET	\$494.78	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$494.78
	025334391	SOCKET	\$635.68	82027111-80230	INFRASTRUCTURE	\$635.68
	025374221	PIPE LUBE, ADAPTER	\$113.66	82027114-54100	SUPPLIES	\$113.66
	025374221-1	REDUCING TEE	\$279.66	82027114-54100	SUPPLIES	\$279.66
	025372607	DRY CEMENT WELD, PURPLE PRIMER WELD ON	\$563.87	82027114-54100	SUPPLIES	\$563.87
	025349527	PVC ADAPTER, SOCKET	\$748.13	82027114-54100	SUPPLIES	\$748.13
Vendor Total:						\$3,319.83
PACIFIC REDWOOD MEDICAL GROUP INC	1788	EMPLOYMENT PHYSICALS	\$709.60	10016100-54161	BACKGROUND & PHYSICALS	\$172.00
				80026400-52100	CONTRACTED SERVICES	\$134.40
				10024620-54120	PW - SPECIAL SUPPLIES	\$268.80
				10022100-54100	SUPPLIES	\$134.40
Vendor Total:						\$709.60

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PAYMENTUS GROUP INC	US19050078	CREDIT CARD PROCESSING SERVICE	\$3,583.78	20513300-52100	CONTRACTED SERVICES	\$3,583.78
					Vendor Total:	\$3,583.78
PENNY'S TROPHIES	3482	ENGRAVED PERPETUAL PLATES	\$16.00	20620231-54100	SUPPLIES	\$16.00
					Vendor Total:	\$16.00
PETERSON CAT	PC060153700	GASKET	\$7.45	10024620-56130	EXTERNAL SERVICES	\$7.45
	PC060153656	KIT GASKET	\$39.26	10024620-56130	EXTERNAL SERVICES	\$39.26
	PC060152931	COMPACT TRACK LOADER	\$138.86	10024620-56130	EXTERNAL SERVICES	\$138.86
	PC060152948	CONCERT TEETH	\$351.03	10024620-56130	EXTERNAL SERVICES	\$351.03
	G0367501	CATERPILLAR 420F2 HRC BACKHOE	\$114,213.38	10024620-80100	MACHINERY & EQUIPMENT	\$11,421.34
				20824300-80100	MACHINERY & EQUIPMENT	\$11,421.34
				82027114-80100	MACHINERY & EQUIPMENT	\$45,685.35
				84027221-80100	MACHINERY & EQUIPMENT	\$45,685.35
					Vendor Total:	\$114,749.98
PETERSON TRUCKS INC	211998P	TOWEL BOX	\$41.00	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.19)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.10)
				20324100-54100	SUPPLIES	\$0.29
				20324100-54100	SUPPLIES	\$41.00
	211766P	WORK-LAMP	\$75.82	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.35)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.18)
				84027225-54100	SUPPLIES	\$0.53
				84027225-54100	SUPPLIES	\$75.82
	211752P	RESISTOR LINEAR MODULE	\$106.40	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.50)
				84027221-56130	EXTERNAL SERVICES	\$0.75
				84027221-56130	EXTERNAL SERVICES	\$106.40
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.25)
	211626P	FUEL PUMP	\$205.14	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.94)
				91521400-56130	EXTERNAL SERVICES	\$0.71
				91521400-56130	EXTERNAL SERVICES	\$0.71

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PETERSON TRUCKS INC	211626P	FUEL PUMP	\$205.14	91521400-56130	EXTERNAL SERVICES	\$102.57
				91521400-56130	EXTERNAL SERVICES	\$102.57
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.48)
	211439P	TOWEL SHOP, BREATHER ELEMENT, OIL FILTER	\$281.53	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.30)
				10021210-56130	EXTERNAL SERVICES	\$0.65
				10021210-56130	EXTERNAL SERVICES	\$184.10
				20324100-56130	EXTERNAL SERVICES	\$0.65
				20324100-56130	EXTERNAL SERVICES	\$75.82
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.65)
				20324100-54100	SUPPLIES	\$0.65
				20324100-54100	SUPPLIES	\$21.61
	211367P	OIL FILTERS	\$146.50	10021210-56130	EXTERNAL SERVICES	\$146.50
				Vendor Total:		\$856.39
PG&E CO	1522-8 JUN 19	PACIFIC GAS & ELECTRIC	\$48.63	10021210-55210	UTILITIES	\$24.31
				91521400-55210	UTILITIES	\$24.32
	6833-2 JUN 19	PACIFIC GAS & ELECTRIC	\$460.10	10021210-55210	UTILITIES	\$230.05
				91521400-55210	UTILITIES	\$230.05
	6124-2 JUN 19	PACIFIC GAS & ELECTRIC	\$1,126.38	10021210-55210	UTILITIES	\$563.19
				91521400-55210	UTILITIES	\$563.19
	3822-9 JUN 19	PACIFIC GAS & ELECTRIC	\$6,180.62	10022100-55210	UTILITIES	\$11.91
				10022300-55210	UTILITIES	\$14.75
				20822500-55210	UTILITIES	\$225.05
				69122700-55210	UTILITIES	\$49.79
				70024500-55210	UTILITIES	\$413.25
				73022600-55210	UTILITIES	\$8.12
				73022600-55210	UTILITIES	\$15.64
				77725200-55210	UTILITIES	\$13.99
				82027111-55210	UTILITIES	\$2,636.47
				84027221-55210	UTILITIES	\$88.89

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PG&E CO	3822-9 JUN 19	PACIFIC GAS & ELECTRIC	\$6,180.62	84027225-55210	UTILITIES	\$2,702.76
					Vendor Total:	\$7,815.73
PITNEY BOWES INC	1013146880	POSTAGE MACHINE LEASE & SUPPLI	\$117.00	73022600-52100	CONTRACTED SERVICES	\$117.00
	1013151046	POSTAGE MACHINE LEASE & SUPPLI	\$146.98	73022600-52100	CONTRACTED SERVICES	\$146.98
					Vendor Total:	\$263.98
PMI	10031398	BOOMERANG IV RECORDER, 3 PHASE	\$1,335.60	80026200-54100	SUPPLIES	\$1,335.60
					Vendor Total:	\$1,335.60
POLYDYNE INC	1345506.1	INTEREST - LIQUID POLY ALKYLAMINE	\$26.37	84027225-58202	CHEMICALS	\$26.37
					Vendor Total:	\$26.37
R EMMETT JONES	MAY 19	MANAGEMENT ADVISORY SERVICES	\$300.00	70024500-52100	CONTRACTED SERVICES	\$300.00
					Vendor Total:	\$300.00
REDWOOD COAST FUELS	2045139	CARDLOCK FUEL PURCHASES	\$6,317.42	10020210-56210	FUEL & FLUIDS	\$22.61
				10020210-56210	FUEL & FLUIDS	\$113.00
				10020210-56210	FUEL & FLUIDS	\$1,240.73
				10020224-56210	FUEL & FLUIDS	\$157.43
				10022100-56210	FUEL & FLUIDS	\$959.81
				10024620-56210	FUEL & FLUIDS	\$736.23
				20324100-56210	FUEL & FLUIDS	\$166.38
				20513382-56210	FUEL & FLUIDS	\$31.95
				20822500-56210	FUEL & FLUIDS	\$150.24
				80026400-56210	FUEL & FLUIDS	\$990.59
				82027111-56210	FUEL & FLUIDS	\$251.39
				82027114-56210	FUEL & FLUIDS	\$331.27
				82027114-56210	FUEL & FLUIDS	\$407.88
				84027221-56210	FUEL & FLUIDS	\$282.19
				84027221-56210	FUEL & FLUIDS	\$347.45
				84027225-56210	FUEL & FLUIDS	\$128.27
	2041286	CARDLOCK FUEL PURCHASES	\$14,992.43	10020210-56210	FUEL & FLUIDS	\$24.41
				10020210-56210	FUEL & FLUIDS	\$116.17
				10020210-56210	FUEL & FLUIDS	\$4,825.63

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD COAST FUELS	2041286	CARDLOCK FUEL PURCHASES	\$14,992.43	10020224-56210	FUEL & FLUIDS	\$349.60
				10022100-56210	FUEL & FLUIDS	\$1,760.22
				10023320-56210	FUEL & FLUIDS	\$109.52
				10024210-56210	FUEL & FLUIDS	\$29.50
				10024620-56210	FUEL & FLUIDS	\$2,172.95
				20324100-56210	FUEL & FLUIDS	\$315.06
				20513382-56210	FUEL & FLUIDS	\$68.81
				20822500-56210	FUEL & FLUIDS	\$65.71
				80026400-56210	FUEL & FLUIDS	\$2,178.86
				82027111-56210	FUEL & FLUIDS	\$551.77
				82027114-56210	FUEL & FLUIDS	\$29.50
				82027114-56210	FUEL & FLUIDS	\$391.10
				82027114-56210	FUEL & FLUIDS	\$618.56
				84027221-56210	FUEL & FLUIDS	\$29.50
				84027221-56210	FUEL & FLUIDS	\$333.16
				84027221-56210	FUEL & FLUIDS	\$526.92
				84027225-56210	FUEL & FLUIDS	\$495.48
	2048773	CARDLOCK FUEL PURCHASES	\$369.11	10022100-56210	FUEL & FLUIDS	\$369.11
	1429941	CARDLOCK FUEL PURCHASES	\$931.41	10024620-56210	FUEL & FLUIDS	\$931.41
	2054765	CARDLOCK FUEL PURCHASES	\$64.35	20324100-58410	GARAGE LUBRICANTS & PARTS	\$64.35
Vendor Total:						\$22,674.72
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	19-7	JULY 19 REMIF MEDICAL DENTAL & VISION	\$222,114.44	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$200.20
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$329.68
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$14,446.00
				20700000-20520	P/R DEDUCT.- MEDICAL INS	\$188,699.00
				20700000-20510	REMIF DENTAL	\$15,363.76
				20700000-20511	REMIF VISION	\$3,075.80

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	19-7 EAP	REMIF EAP INSURANCE	\$550.96	20112400-52525	WORKER'S COMP. EXPENSE	\$550.96
Vendor Total:						\$222,665.40
REDWOOD TOXICOLOGY LAB INC	00169820195	DRUG SCREENING TESTING	\$231.42	10020210-52100	CONTRACTED SERVICES	\$231.42
Vendor Total:						\$231.42
REDWOOD TREE SERVICE STATIONS INC	MAY 19	CAR WASHES & INTERIOR CLEANING	\$405.00	10020210-56130	EXTERNAL SERVICES	\$285.00
				10024210-56130	EXTERNAL SERVICES	\$108.00
				20324100-56130	EXTERNAL SERVICES	\$12.00
Vendor Total:						\$405.00
RESPECTECH	38115	PHONE SYSTEM SERVICE & LEAVE	\$112.50	10021210-55100	TELEPHONE	\$56.25
				91521400-55100	TELEPHONE	\$56.25
Vendor Total:						\$112.50
REXEL USA INC	V404940	CONDUIT LOCKOUT	\$1.49	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.01)
				82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.01
				82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1.49
	V378132	FUSES	\$97.20	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.46)
				84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.46
				84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$97.20
	V298497	ALUMINUM DISTRIBUTOR	\$127.64	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.60)
				82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.60
				82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$127.64
	V315076	PULLING LUBE	\$241.88	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.13)
				80026120-54100	SUPPLIES	\$1.13
				80026120-54100	SUPPLIES	\$241.88
Vendor Total:						\$468.21

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RICHARD ANDERSON	2019-0520-1	AGREEMENT FOR PROF.SVC'S FOR W	\$4,250.00	20913900-52100	CONTRACTED SERVICES	\$4,250.00
					Vendor Total:	\$4,250.00
RICHARD THORNTON	0000010370	TELEPHONE PRODUCTS & SERVICES	\$136.15	10023320-54330	COMPUTER AND TECHNOLOGY	\$136.15
	0000010310	TELEPHONE PRODUCTS & SERVICES	\$52.50	10020210-54100	SUPPLIES	\$52.50
	0000010366	MITEL 5330E IP PHONE	\$1,617.39	20324100-54100	SUPPLIES	\$1,617.39
					Vendor Total:	\$1,806.04
RINO PACIFIC	CL27443	FUEL CARD CHARGES AS NEEDED	\$1,692.41	10021210-56210	FUEL & FLUIDS	\$846.20
				91521400-56210	FUEL & FLUIDS	\$846.21
	CL27043	FUEL CARD CHARGES AS NEEDED	\$83.24	82027114-56210	FUEL & FLUIDS	\$45.01
				84027221-56210	FUEL & FLUIDS	\$38.23
					Vendor Total:	\$1,775.65
SANTA ROSA JUNIOR COLLEGE	AR19-02029	ENROLLMENT	\$11.75	10021210-57100	LEARNING AND DEVELOPMENT	\$5.87
				91521400-57100	LEARNING AND DEVELOPMENT	\$5.88
					Vendor Total:	\$11.75
SAVINGS BANK OF MENDOCINO COUNTY	JUN 19	LOVERS LANE LOAN PAYMENT	\$1,945.41	91500000-70103	LOAN INTEREST	\$333.17
				91800000-70103	LOAN INTEREST	\$777.39
				91500000-70201	LOAN PRINCIPAL PAYMENTS	\$250.45
				91800000-70201	LOAN PRINCIPAL PAYMENTS	\$584.40
					Vendor Total:	\$1,945.41
SCOTT BOZZOLI	TA 7/8-12/19	TRAVEL ADVANCE	\$3,024.33	80026400-57100	LEARNING AND DEVELOPMENT	\$3,024.33
					Vendor Total:	\$3,024.33
SILVA SEPTIC INC	79414	PORTABLE RESTROOM RENTAL	\$201.42	10021210-54100	SUPPLIES	\$100.71
				91521400-54100	SUPPLIES	\$100.71
					Vendor Total:	\$201.42
SOLID WASTES SYSTEMS INC	668494	MISC. DUMP FEES	\$11.40	10024620-54120	PW - SPECIAL SUPPLIES	\$11.40
	669839	MISC. DUMP FEES	\$22.80	10024620-54120	PW - SPECIAL SUPPLIES	\$22.80
	670080	MISC. DUMP FEES	\$22.80	10024620-54120	PW - SPECIAL SUPPLIES	\$22.80
	667240	MISC. DUMP FEES	\$38.80	10024620-54120	PW - SPECIAL SUPPLIES	\$38.80

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SOLID WASTES SYSTEMS INC	669208	MISC. DUMP FEES	\$39.82	10024620-54120	PW - SPECIAL SUPPLIES	\$39.82
	671169	MISC. DUMP FEES	\$57.18	10024620-54120	PW - SPECIAL SUPPLIES	\$57.18
	670990	MISC. DUMP FEES	\$62.28	10024620-54120	PW - SPECIAL SUPPLIES	\$62.28
	666475	MISC. DUMP FEES	\$245.04	10024620-54120	PW - SPECIAL SUPPLIES	\$245.04
	669268	MISC. DUMP FEES	\$11.80	10022300-54100	SUPPLIES	\$11.80
Vendor Total:						\$511.92
SONOMA COUNTY SHERIFF'S DEPT	8771	18/19 ANNUAL CONTRIBUTION	\$10,963.00	10020210-52100	CONTRACTED SERVICES	\$10,963.00
	Vendor Total:					
STATE OF CALIFORNIA	0000001203478	CHAMBERLAIN WORK CREWS FOR FEB	\$2,950.22	10021210-54100	SUPPLIES	\$1,475.11
				91521400-54100	SUPPLIES	\$1,475.11
				Vendor Total:		\$2,950.22
STATE WATER RESOURCES CONTROL BOARD	DV062019	REGISTRATION - D TUBBS	\$60.00	84027225-57100	LEARNING AND DEVELOPMENT	\$60.00
				Vendor Total:		\$60.00
SWANK MOTION PICTURES INC	DB 2685489	2019 MOONLIGHT MOVIE MADNESS	\$550.00	90000000-23235	MOVIES IN THE PLAZA	\$550.00
				Vendor Total:		\$550.00
T & T VALVE AND INSTRUMENT INC	56067	BRAY #301400-11010119 - 14" S3	\$1,371.83	84027225-80230	INFRASTRUCTURE	\$1,371.83
				Vendor Total:		\$1,371.83
TGIF REPAIRS INC	5922	PRINTER MAINTENANCE	\$796.59	10013400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$796.59
				Vendor Total:		\$796.59
THE COFFEE CRITIC INC	R21306	MISC. COFFEE SUPPLIES AS NEEDED	\$90.00	10012200-54100	SUPPLIES	\$90.00
	R21329	MISC. COFFEE SUPPLIES AS NEEDED	\$45.00	73022600-54100	SUPPLIES	\$45.00
	Vendor Total:		\$135.00			
THE LYMAN GROUP, INC	5227412	PROPANE	\$32.11	20824300-56210	FUEL & FLUIDS	\$32.11
				Vendor Total:		\$32.11
TIM CONRAD	DV061719	INSTRUCTOR	\$600.00	10022850-52100	CONTRACTED SERVICES	\$600.00
				Vendor Total:		\$600.00
TIM HOLMES	UKIAH-190601	SOLAR PARKING CANOPY	\$4,970.00	80126100-80220	BUILDING IMPROVEMENTS	\$4,970.00
				Vendor Total:		\$4,970.00
TUFTS POLYGRAPH & INVESTIGATION	2019-482(A)	POLYGRAPH & INVESTIGATION SERV	\$800.00	10020210-52100	CONTRACTED SERVICES	\$800.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TUFTS POLYGRAPH & INVESTIGATION	2019-483(A)	POLYGRAPH & INVESTIGATION SERV	\$800.00	10020210-52100	CONTRACTED SERVICES	\$800.00
					Vendor Total:	\$1,600.00
TYLER MAGNAN	001	WINDOW TINT	\$130.65	82027111-80100	MACHINERY & EQUIPMENT	\$130.65
					Vendor Total:	\$130.65
UKIAH AUTO PARTS	107314	V-BELT	\$13.30	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$13.30
	107200	POWERATED BELT	\$21.34	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$21.34
	110183	BATTERY, CHARGER	\$165.39	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$165.39
	108544	RELAY	\$16.22	10021210-56130	EXTERNAL SERVICES	\$16.22
	109181	THERMO AID	\$4.99	10024620-56130	EXTERNAL SERVICES	\$4.99
	110341	SPARK PLUG	\$15.77	10024620-56130	EXTERNAL SERVICES	\$15.77
	108124	ANTIFREEZE	\$22.21	82027111-56130	EXTERNAL SERVICES	\$22.21
	107351	HOSE CLMAPS	\$58.56	82027111-56130	EXTERNAL SERVICES	\$58.56
					Vendor Total:	\$317.78
UKIAH PONY/COLT BABE RUTH LEAGUE	DV062519	18/19 BABE RUTH REGIONAL TOURNAMENT	\$2,500.00	10012300-52510	ADVERTISING & PROMOTION	\$2,000.00
				10012100-54100	SUPPLIES	\$500.00
					Vendor Total:	\$2,500.00
UKIAH ROUND TREE GLASS	163238	CHIP REPAIR	\$50.00	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$50.00
	163294	WINDSHIELD REPLACEMENT	\$312.00	10024210-56130	EXTERNAL SERVICES	\$312.00
					Vendor Total:	\$362.00
UKIAH TROPHIES & GIFTS	152769	ENGRAVING SERVICES	\$180.51	10022850-44915	RECREATION PROGRAM INCOME	\$180.51
					Vendor Total:	\$180.51
UKIAH VALLEY ASSOCIATION FOR HABILITATION INC	IN21909	JANITORIAL SERVICES - WWTP FY	\$800.00	84027225-52100	CONTRACTED SERVICES	\$800.00
					Vendor Total:	\$800.00
UKIAH WASTE SOLUTIONS INC	402913	BIOSOLID REMOVAL	\$9,891.96	84027225-52100	CONTRACTED SERVICES	\$9,891.96
					Vendor Total:	\$9,891.96
UNITED SITE SERVICES	114-8542440	PORTABLE TOILET RENTAL	\$139.92	10022100-52100	CONTRACTED SERVICES	\$139.92

List of Checks Presented for Approval on 6/28/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UNITED SITE SERVICES	114-8542558	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-8542559	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-8542561	PORTABLE TOILET RENTAL	\$136.37	80026220-52100	CONTRACTED SERVICES	\$136.37
	114-8547944	PORTABLE TOILET RENTAL	\$216.29	10022832-54100	SUPPLIES	\$216.29
	114-8547943	PORTABLE TOILET RENTAL	\$412.12	10022832-54100	SUPPLIES	\$412.12
Vendor Total:						\$1,238.42
UPS	0000E19R54219	SHIPPING CHARGES	\$3.05	80026120-54100	SUPPLIES	\$3.05
	0000E19R54239	SHIPPING CHARGES	\$35.03	80026120-54100	SUPPLIES	\$35.03
Vendor Total:						\$38.08
US BANK EQUIPMENT FINANCE	387737497	COPYSTAR LEASE	\$130.53	10021210-54500	EQUIP RENTS AND LEASES	\$65.26
				91521400-54500	EQUIP RENTS AND LEASES	\$65.27
Vendor Total:						\$130.53
VALLEY AUTO CENTER INC	291576	MASTER SLAVE CYCLE ASSEMBLY	\$288.52	91521400-56130	EXTERNAL SERVICES	\$288.52
	Vendor Total:					\$288.52
VIA MAGAZINE	22250489	SUMMER 19 ADVERTISING	\$1,985.00	75012700-52515	ADVERTISING & PUBLICATION	\$1,985.00
	Vendor Total:					\$1,985.00
WALMART COMMUNITY	008221	BATTERIES FOR THE AUTO PIPETER	\$12.93	84027225-54103	LAB SUPPLIES	\$12.93
	007249	COMPETITOR WATER COMBO	\$28.06	84027225-54102	SMALL TOOLS	\$28.06
	009917	SPECIAL EVENTS SUPPLIES	\$340.10	90000000-23256	SPECIAL EVENTS TRUST	\$340.10
	003824	DAY CAMP SUPPLIES	\$123.46	10022840-54100	SUPPLIES	\$123.46
	000752	DAY CAMP SUPPLIES	\$132.53	10022840-54100	SUPPLIES	\$132.53
	005524	CLOROX WIPES, AIR SPRAY, PLASTIC CUPS	\$126.12	10024620-54100	SUPPLIES	\$126.12
Vendor Total:						\$763.20
WATSON-MARLOW INC	SI099279	630DuN/R WATSON MARLOW PERISTA	\$12,903.10	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$12,903.10
	Vendor Total:					\$12,903.10
WEST YOST ASSOCIATED	2038149	RRWA EXECUTIVE SERVICES 18/19	\$34,480.98	91190100-52100	CONTRACTED SERVICES	\$6,998.00
				91190100-52100	CONTRACTED SERVICES	\$27,482.98
	2038393	RRWA EXECUTIVE SERVICES 18/19	\$35,867.35	91190100-52100	CONTRACTED SERVICES	\$35,867.35
	Vendor Total:					\$70,348.33

List of Checks Presented for Approval on 6/28/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WESTERN HILLS HOMEOWNERS ASSOC	1255	QUARTELY MEMEBER DUES	\$225.00	10012200-52100	CONTRACTED SERVICES	\$225.00
					Vendor Total:	\$225.00
WILLIAM HEATH III	DV061719	INSTRUCTOR	\$2,320.96	10022850-52100	CONTRACTED SERVICES	\$2,320.96
					Vendor Total:	\$2,320.96
WORLD OIL ENVIRONMENTAL SERVICES	I500-00453423	DISPOSAL OF MISC. PRODUCTS AS	\$65.00	20324100-52100	CONTRACTED SERVICES	\$65.00
					Vendor Total:	\$65.00
WYLATTI RESOURCE MANAGEMENT INC	4098	OAK MANOR JOINT TRENCH PROJ -	\$545,851.41	80126100-80230	INFRASTRUCTURE	\$545,851.41
					Vendor Total:	\$545,851.41
XEROX CORP	097123843	COPIER LEASE-SEE ADD'L DESCRIP	\$195.60	69122700-52100	CONTRACTED SERVICES	\$195.60
	097123842	COPIER LEASE-SEE ADD'L DESCRIP	\$340.53	73022600-52100	CONTRACTED SERVICES	\$340.53
	097123838	COPIER LEASE-SEE ADD'L DESCRIP	\$659.31	10012200-54500	EQUIP RENTS AND LEASES	\$659.31
	097123839	XEROX CB070H COPIER LEASE	\$977.81	10012200-54500	EQUIP RENTS AND LEASES	\$977.81
	097123844	COPIER LEASE-SEE ADD'L DESCRIP	\$1,247.29	10012200-54500	EQUIP RENTS AND LEASES	\$1,247.29
	097123841	COPIER LEASE-SEE ADD'L DESCRIP	\$269.11	10020210-54500	EQUIP RENTS AND LEASES	\$188.38
				20620231-54500	EQUIP RENTS AND LEASES	\$53.83
				64020213-54500	EQUIP RENTS AND LEASES	\$26.90
	097123840	COPIER LEASE-SEE ADD'L DESCRIP	\$559.75	10020210-54500	EQUIP RENTS AND LEASES	\$391.83
				20620231-54500	EQUIP RENTS AND LEASES	\$111.95
				64020213-54500	EQUIP RENTS AND LEASES	\$55.97
					Vendor Total:	\$4,249.40
					INVOICE TOTAL:	\$2,423,143.60



AGENDA SUMMARY REPORT

SUBJECT: Receive Annual Report of Boards and Commission Term Expirations and Vacancies, and Adopt Resolution Appointing Jay Stein to the Airport Commission and Susan Marie Knopf to the Paths, Open Space, and Creeks Commission (POSCC) and Parks, Recreation, and Golf Commission.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Resolution 2014-48 - Amending Procedures for Filling Vacancies on City B&Cs](#)

[Attachment 2 - B&C Applications](#)

[Attachment 3 - Nominations](#)

[Attachment 4 - Vacancy Notice and Terms](#)

[Attachment 5 - Proposed Resolution](#)

Summary: The City Council will receive an annual report on the term expirations and vacancies on the City Boards and Commissions. The Council will also consider adopting a resolution appointing Andrew Jay Stein to the Airport Commission, and Susan Marie Knopf to the Paths, Open Space, and Creeks Commission and Parks, Recreation, and Golf Commission.

Background: An annual notice of Boards and Commission vacancies was published in the Ukiah Daily Journal

RECOMMENDED ACTION: 1. Receive report on the current City Boards and Commissions term expirations and vacancies.

2. Accept the nominations and adopt the resolution appointing Andrew Jay Stein to the Airport Commission, and Susan Marie Knopf to the Paths, Open Space and Creeks Commission and Parks, Recreation, and Golf Commission.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

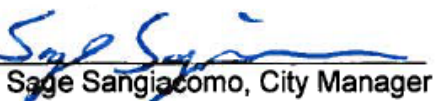
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

on June 26, 2019, and in Facebook and Twitter on July 5, 2019. Vacancy Announcements were also posted on the City's website, in the glass display case in front of the Civic Center, in the Public View Binder, in the City Clerk's office, and at the local library. Applicants are needed to fill expiring and currently vacant positions of the Airport Commission (1), Building Board of Appeals (6), Demolition Permit Review Committee (1), Paths, Open Space and Creeks Commission (2), and Parks, Recreation, and Golf Commission (1).

Discussion: Per Resolution 2014-48 (Attachment 1), the City Council may choose not to re-interview incumbents, and the right to nominate a candidate from the available pool shall rotate among the Councilmembers based on seniority.

AIRPORT COMMISSION: Per expiration, one (1) seat is available for appointment, requiring residency within the county. One application (Attachment 2) has been received from Andrew Jay Stein, who is seeking appointment to the County Residency position. The last nomination of Eric Crane was made on July 18, 2018, by Councilmember Scalmanini, placing Councilmember Brown as next having the right to place a nomination before the City Council. A written nomination for Andrew Jay Stein has been received from Councilmember Brown (Attachment 3).

PATHS, OPEN SPACE, AND CREEKS COMMISSION (POSCC): Per resignation, one (1) seat is available for appointment, requiring residency within the city. One application (Attachment 1) has been received from Susan Marie Knopf who is seeking appointment to the City Residency position. The last nomination of Jeanne Wetzel Chinn was made on June 6, 2019, by Councilmember Orozco, placing Mayor Mulheren as next having the right to place a nomination before the City Council. A written nomination for Susan Marie Knopf has been received from Mayor Mulheren (Attachment 3).

PARKS, RECREATION, AND GOLF COMMISSION (PRGC): Per term expiration, one (1) seat is available for appointment, requiring residency within the city. One application (Attachment 1) has been received from the incumbent, Susan Marie Knopf, who is seeking reappointment to the At Large, City Resident position. The last nomination of Jeanne Wetzel Chinn was made on June 6, 2019, by Councilmember Orozco, placing Mayor Mulheren as next having the right to place a nomination before the City Council. A written nomination for Susan Marie Knopf has been received from Councilmember Brown (Attachment 3).

ADDITIONAL VACANCIES:

Build Board of Appeals – a seat expired on July 31, 2019. This board has not met in over seven years, and currently has seven positions open. It is anticipated that the incumbent whose term expired will seek reappointment.

Demolition Permit Review Committee – the historical society seat expired in April, 2019. The clerk anticipates that the incumbent will seek reappointment.

Design Review Board – the positions are nominated by each councilmember and the term coincides with the term of that nominating councilmember. The clerk received a resignation in February by the member nominated by Vice Mayor Crane, leaving the position open for his next nomination.

Paths, Open Space, and Creeks Commission (POSCC) - A second seat - different from the one nominated for Susan Knopf - expired on July 20, 2019, and is currently being noticed. The clerk anticipates that the incumbent will seek reappointment.

Positions being sought by incumbents are also available to any public members who meet the qualifications and wish to apply. Details and applications are available from the City Clerk's office (707-463-6217; klawler@cityofukiah.com).

Attachment 4 is a full list of the current Boards and Commissions, showing terms, expirations, and vacancies; along with descriptions of the various Boards and Commissions. This list is updated regularly and posted online (<http://www.cityofukiah.com/city-boards-commissions-committees>), in the glass cabinet in front of the Civic Center, in the Public View Binder, at the Library, and in the City Clerk's office.

At this time, Staff is recommending that Council accept the nominations and adopt the resolution (Attachment 5) appointing Andrew Jay Stein to the Airport Commission, and Susan Marie Knopf to the Paths, Open Space and Creeks Commission and Parks, Recreation, and Golf Commission.

RESOLUTION NO. 2014-48

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING PROCEDURE FOR FILLING VACANCIES ON CITY BOARDS AND COMMISSIONS**WHEREAS,**

1. Ukiah City Code 1151 and 1161 provides that members of the Design Review Board and Planning Commission shall be appointed in accordance with a procedure established by resolution of the City Council; and
2. The City Council has determined that using a uniform procedure will insure fair and consistent treatment of candidates and Councilmembers; and
3. The City Council has determined to amend its procedures for appointing board members and commissioners.

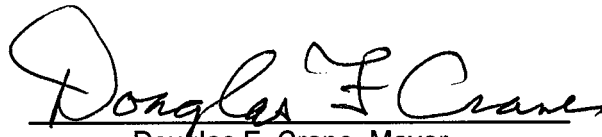
NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council hereby adopts the following amended procedure for filling vacancies on the City's boards and commissions:

- The City Council shall develop a pool of applicants for vacancies by posting a general advertisement once a year, preferably in June before the June 30th expirations, in a newspaper of general circulation in Ukiah, and by noticing available vacancies as they occur on the city's website, in the library, on popular social media sites (Facebook and Twitter), and in the glass cabinet located in front of the Civic Center subject to Government Code Section 54970-54974. Applications shall be received, reviewed for eligibility, and brought forward as they are submitted.
- If more applications have been received than position(s) available, the City Council will conduct interviews for the position.
- All applications received shall be kept on file in the City Clerk's office for a period of one (1) year.
- Incumbents seeking reappointment for an additional term only need to complete the contact portion of the application and not the questionnaire.
- City staff seeking appointment in their capacity as City staff and elected officials seeking appointment in their capacity as elected officials do not need to fill out an application.
- **Nominations:** Each Councilmember, including the Mayor, shall have the right to nominate a candidate from the available pool of applicants.
 - a. The right to place a name before the City Council for consideration shall rotate among the Councilmembers based on seniority with the most senior Councilmember going first.
 - b. The Council shall vote on nominations presented.
 - c. A councilmember's right to make a nomination shall rotate to the next most senior Councilmember, once that Councilmember's nomination is approved by a majority vote of the Councilmembers present, or the Councilmember agrees to pass the nomination to the next most senior Councilmember.
 - d. This process for rotating the right to nominate candidates among Councilmembers to fill vacancies shall be followed for each separate board or commission.

1. The City Clerk shall maintain a record of the last Councilmember to make a nomination for each board or commission.
2. When another vacancy must be filled on that board or commission, the next Councilmember in line to make a nomination for that board or commission shall make the first nomination to fill the vacancy.

PASSED AND ADOPTED this 17th day of December, 2014, by the following roll call vote:

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


Douglas F. Crane, Mayor

ATTEST:


Kristine Lawler, City Clerk

**CITY OF UKIAH
AIRPORT COMMISSION APPLICATION FOR APPOINTMENT**

A. General Information

Full Name	Andrew Jay Stein			Date	18 June 2019		
Residence Address (Physical Address, not PO)	[REDACTED], Ukiah CA 95482						
Mailing Address (Different from above)	[REDACTED]						
Home Phone	()			Work Phone	()		
Email	[REDACTED]			Cell Phone	(703) [REDACTED]		
Employer	self						
Job Title/Position	aviation consultant			Employed Since	1990		
How long have you resided in:	Ukiah?	15 years	Mendocino County?	15 years	California?	28 years	
Please list community groups or organizations you are affiliated with and list any offices held.	Ukiah Quaker Worship Group (member)						

B. Please answer the following on a separate sheet(s) of paper and attach.

1. Why are you applying to serve on the City of Ukiah's Airport Commission?
2. What is your understanding of the purpose, role, and responsibility of the Airport Commission?
3. What do you believe are the three most important Airport related issues facing our community and why?
4. In your opinion, what type of Airport programs or Airport development should the City encourage?
5. In your opinion, what type of Airport programs or Airport development should the City discourage?
6. What kind of ideal community do you envision for Ukiah?
7. Do you have any known projects or conflict of interest related to this Commission (business and/or personal)?
8. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Airport Commission?
9. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?

Signature of Applicant

Date

Thank you for your interest in serving your community and the City of Ukiah. This position is open until Filled.

Please return this application and attachments to the City Clerk's office at 300 Seminary Avenue, Ukiah, CA 95482. If you have any questions, please contact the City Clerk's office at (707) 463-6217.

June 18, 2019

Attachment to Application for Appointment
City of Ukiah
Airport Commission

Answers to Questions 1 through 9:

1. I am applying to serve on the Airport Commission in order to make a contribution to my community in an area for which I have considerable experience and knowledge.
2. As I understand it, the Airport Commission serves to govern and administer the airport for the good of the community.
3. I think that the most important airport related issues facing the community are:
 - The maintenance of a safe and environmentally friendly facility that is integrated into the business and social fabric of our valley. This includes operation of the airport as a "good neighbor" in terms of safety and environmental policies and practices, and in accordance with all applicable laws and regulations.
 - Retention and accommodation of critical services such as Cal Fire Aviation and CALSTAR, and operational tenants such as FedEx, which are vital to the social and commercial health of our community.
 - Building a strong and positive relationship with the community, to develop wide-based support for airport development and operation.
4. The airport should encourage all aviation-related businesses and services, including medical, passenger, freight and logistics, forestry, agricultural and firefighting operations, aircraft and aircraft accessory maintenance, engineering and manufacturing, as well as aircraft fueling, servicing, parking, hangaring and storage.

In addition, the airport should encourage development of other light industry that would benefit from proximity to air transport and cargo services, such as web-based retailing and distribution.

The city should also encourage development in neighboring tracts that a) does not interfere with the safe and compliant operation of the airport, and b) supports economic, social and environmentally responsible development.

Attachment to Application for Airport Commissioner – Andrew Stein

5. Our community should discourage development that:
 - Is environmentally unsound;
 - Is contrary to regulatory compliance and safe aircraft operations;
 - Conflicts with the basic goal of encouraging aviation operations and aviation-related businesses; and
 - Is opposed by consensus of our neighbors in the community.
6. I envision a Ukiah:
 - That is a safe and pleasant place to live, work and visit;
 - That has an economy that is healthy, and provides jobs and income to ensure a good quality of life for residents;
 - That has a sound and mutually-beneficial relationship with the communities of the greater Ukiah Valley and Mendocino County;
 - Where commercial development is carefully planned to benefit the community and protect our precious environment, preserving our quality of life;
 - Where residents and visitors can access and enjoy our local uniqueness in terms of community, viniculture, agriculture, and natural beauty, and
 - Where the agricultural roots of our community continue to be supported and integrated into our lives.
7. I have no known projects or conflicts of interest related to the Commission.
8. I have worked in aviation for thirty-five years, and hold FAA certification as a private pilot and aircraft mechanic. Since 1991, I have made my living as an aviation consultant, serving clients' needs regarding aircraft maintenance and engineering, operational safety, and efficiency. I have been involved in nearly all aspects of aviation, from corporate and private flight departments to international airlines. I believe that my diverse aviation background will provide a unique dimension to the Commission. In addition to my aviation background, I am articulate, well-read, and intelligent. My experience in consulting and project management has developed my skills in interpersonal communication and cooperative decision-making.
9. At this time, I am not interested in serving on any other City Committees or Commissions.



Andrew Stein

June 18, 2019

9

CITY OF UKIAH
PATHS, OPEN SPACE, AND CREEKS COMMISSION APPLICATION FOR APPOINTMENT

A. General Information

Full Name	<i>Susan Marie Knoff</i>			Date	<i>6-24-19</i>	
Residence Address (Physical Address, not PO)	[REDACTED]			<i>Ukiah CA 95482</i>		
Mailing Address (if different from above)						
Home Phone	[REDACTED]		Work Phone			
Email	[REDACTED]		Cell Phone			
Employer	<i>retired</i>					
Business Address						
Job Title/Position				Employed Since		
How long have you resided in:	Ukiah?	<i>1972</i>	Mendocino County?	<i>1972</i>	California?	<i>1945</i>
Please list community groups or organizations you are affiliated with and list any offices held.	<i>Please see attached</i>					

B. Please answer the following on a separate sheet(s) of paper and attach.

1. Why are you applying to serve on the City of Ukiah's Paths, Open Space, and Creeks Commission?
2. What is your understanding of the purpose, role and responsibility of the Paths, Open Space, and Creeks Commission?
3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Paths, Open Space, and Creeks Commission?
4. In your opinion, what type of programs or development should the City encourage?
5. What kind of ideal community do you envision for Ukiah?
6. Do you have any known projects or conflict of interest related to this Commission?
7. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?

Signature of Applicant

Susan Knoff

Date

6/25/19

Thank you for your interest in serving your community and the City of Ukiah.

Please return this application and attachments to the City Clerk's office at 300 Seminary Avenue, Ukiah, CA 95482. If you have any questions, please contact the City Clerk's office at (707) 463-6217.



Susan Marie Knopf

June 24, 2019

Gentlepeople of the Ukiah City Council,

This memo is part of my application to the Paths, Open Space and Creeks Commission.

--Participation in Community Groups:

In the past I have been an active participant in POSC, and was one of the main contributors to the City's Creek Maintenance Policies and Procedures.

I follow the activities of the Ukiah City Council and Planning Commission, as well as the Mendocino County Board of Supervisors both on TV and in person.

I have been a Commissioner of the Parks, Recreation and Golf Commission since 2011.

I am a member of the City's Tree Advisory Group and was one of the main contributors to the City's Tree Management Guidelines and Policies.

I was a member of the erstwhile Friends of Lake Mendocino.

I am a member of the Friends of Gibson Creek and have actively participated in numerous local creek, river, park and trail clean-ups.

I am a Certified California Naturalist from the first local class.

I have been a volunteer for the Redwood Valley Outdoor Education Program for over 5 years.

I have been a faithful oak-tree-waterer and caretaker at Ukiah's Rail Trail since we planted the acorns in 2016.

--Why am I Applying?

I am interested in participating in the revision of the General Plan, especially with regard creek setbacks and path development.

--What is my understanding of the purpose, role and responsibility of POSC?

To make recommendations and suggestions to the City Council regarding the implementation of the open space, conservation, pathway and transportation elements of the Ukiah General Plan, as well as to advise and recommend about the acquisition, preservation, restoration, and stewardship of the City's paths, creeks and open spaces.

--What do I have to offer POSC?

I have a great deal of experience and knowledge about the City and its paths, parks, creeks and open spaces.

I think the City should encourage and support the development of paths for transportation and recreation, for examples the Rail Trail in the north- south directions; and an Orrs Creek pathway in the east-west directions from Low Gap Park to the Ukiah Sports Complex. Such projects should preserve, protect and enhance creeks and wetlands whenever possible.

--My Vision of an ideal Ukiah?

Completion of the Orrs Creek pathway, completion of the Ukiah Rail Trail from Coyote Valley to the Health Club, daylighting our creeks, revising the creek culverts to make them more fish friendly and more resilient to flooding, and restoring the health of the creeks.

--Conflicts of Interest?

None that I know of.

Thank you for this opportunity. I look forward to hearing from you.

Very truly yours,



**CITY OF UKIAH
PARKS, RECREATION & GOLF COMMISSION APPLICATION FOR APPOINTMENT**

A. General Information

Full Name	Susan Marie Knopf			Date	7-25-19
Residence Address (Physical Address, not PO)	[Redacted], Ukiah				
Mailing Address (if different from above)	[Redacted]				
Home Phone	[Redacted]	Work Phone	()		
Email	[Redacted]	Cell Phone	()		
Employer	retired				
Business Address	[Redacted]				
Job Title/Position	[Redacted]			Employed Since	[Redacted]
How long have you resided in:	Ukiah?	1972	Mendocino County?	1972	California?
					1945
Please list community groups or organizations you are affiliated with and list any offices held.	Friends of Gibson Creek, California Naturalists, Native Plant Society, Audubon Society				

B. Please answer the following on a separate sheet(s) of paper and attach.

1. Why are you applying to serve on the City of Ukiah's Parks, Recreation and Golf Commission?
2. What is your understanding of the purpose, role and responsibility of the Parks, Recreation and Golf Commission?
3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Parks, Recreation and Golf Commission?
4. What do you believe is the single most important parks, recreation, and golf issue facing our community? And why?
5. In your opinion what type or types of parks development or recreational and golf programs should the City encourage?
6. In your opinion what type or types of parks development or recreational and golf programs should the City discourage?
7. What kind of ideal community do you envision for Ukiah?
8. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?

Signature of Applicant Susan Knopf

Date 7/25/19

Thank you for your interest in serving your community and the City of Ukiah.

Please return this application and attachments to the City Clerk's office at 300 Seminary Avenue, Ukiah, CA 95482. If you have any questions, please contact the City Clerk's office at (707) 463-6217.



MEMORANDUM

Date: July 23, 2019
To: Kristine Lawler, City Clerk
From: Jim O. Brown, Councilmember
Subject: Nomination for Airport Commission

I nominate Andrew Jay Stein for the Airport Commission as a County Resident Representative, to be considered at the August 7, 2019, Regular City Council meeting.

Signature _____



MEMORANDUM



City of Ukiah

Date: July 10, 2019
To: Kristine Lawler, City Clerk
From: Maureen Mulheren, Mayor
Subject: Nomination for Paths, Open Space, and Creeks Commission

I nominate Susan Marie Knopf for the Paths, Open Space, and Creeks Commission as an Resident in City Limits Representative, to be considered at the ~~July 17,~~ 2019, Regular City Council meeting.

Aug 7th 2019

Signature *Maureen Mulheren*

Kristine Lawler

Subject: Nomination for Susan Knopf - Parks, Recreation, and Golf Commission

From: Jim Brown <jbrown@cityofukiah.com>
Sent: Tuesday, July 30, 2019 4:29 PM
To: Kristine Lawler <klawler@cityofukiah.com>
Subject: Re: Nomination for Susan Knopf - Parks, Recreation, and Golf Commission

I would like to reappoint Susan. Thanks Jim

Get [Outlook for iOS](#)

From: Kristine Lawler <klawler@cityofukiah.com>
Sent: Tuesday, July 30, 2019 8:51:45 AM
To: Jim Brown <jbrown@cityofukiah.com>
Subject: RE: Nomination for Susan Knopf - Parks, Recreation, and Golf Commission

Good Morning Jim,

I am currently writing the staff report for the appointments to Boards and Commissions. If you could please let me know if you intend to nominate Susan Knopf for reappointment to the Parks, Recreation, and Golf Commission, then I will add/not add her possible appointment to the report.

Thank you,

Kristine



Kristine Lawler, City Clerk
Email: klawler@cityofukiah.com
300 Seminary Ave., Ukiah, CA 95482
P:(707) 463-6217 F:(707) 463-6204

OPPORTUNITY TO SERVE YOUR COMMUNITY

ATTACHMENT 4

Date: July 22, 2019
 For Info Call: Kristine Lawler, City Clerk, 463-6217
 Subject: **Vacancies on City of Ukiah Boards, Commissions, and Committees**

UKIAH, CA. - The City of Ukiah announces vacancies occurring on various boards and commissions. Any qualified individual, who would like to make a difference in their community and is interested in serving as a volunteer for the terms as outlined below, may apply. Current commissioners and members are eligible for reappointment.

COMMISSION COMMITTEE BOARD	POSITION	TERM	MEMBERSHIP REQUIREMENTS
Airport Commission	Commissioner – County Resident	3 Years	Commission shall consist of five (5) members. Except as provided herein, three (3) of the members shall be residents of the city and two (2) may reside outside the city limits but within Mendocino County.
Board of Appeals (Building)	- Member (x4) - Alternate Member (x3)	3 Years	The Board shall consist of five (5) members and three (3) alternates. The building official shall be an ex officio member of the Board. Qualifications: 1) A registered design professional in good standing with the applicable licensing board with not less than five years of experience as a registered design professional; 2) Licensed general or specialty contractor in good standing with the Contractors State Licensing Board with not less than five years of experience as a licensed contractor; 3) A certified building inspector or fire inspector with not less than five years of experience as a certified inspector. Members must be residents of or licensed to conduct business in the Ukiah Valley, Redwood Valley, or Potter Valley.
Demolition Permit Review Committee	- City of Ukiah Resident with expertise in architecture, building, or closely related field - A Representative of the Mendocino County Historical Society or other group/organization involved with local history, or a local historian	3 Years	The duties of the Demolition Permit Review Committee shall include: a) Research of historical, cultural, and architectural significance of the subject structure; b) Evaluation of the feasibility of rehabilitating or relocating the structure if it is deemed historical; c) In the event that the structure is found to have historical or architectural significance, determine if the salvaging of historic materials is feasible; d) Recommendation to the City Council regarding whether any of the criteria listed in Ukiah City Code Section 3016(E) apply to the subject structure, and whether or not the Demolition Permit should be issued, issued with conditions, or denied.
Design Review Board	Member – Community at Large <i>(must be nominated by Vice Mayor Crane)</i>	Term coincides with the appointing Council Member	Board shall consist of a total of five (5) members, of which at least three (3) members shall be residents of the City or a business owner in the City and up to two (2) members shall be at-large without a residence or business located within the City. If no at-large candidates are available, the City Council may fill the board seats with City residents or City business owners. Board members shall have sufficient education and /or experience to perform and fulfill the duties required in section 1169 (See Function) This education and/or experience may consist of a college degree, professional license, or employment experience in architecture and design, landscape architecture, building contracting, urban planning, civil engineering, or similar field of study. Alternatively, the City Council may determine that a combination of education and/or experience in lieu of a college degree, professional license, or employment experience may qualify a candidate for the Board.
Parks, Recreation, and Golf Commission	Commissioner - At Large, City Resident	3 Years	The Commission shall consist of five (5) At Large members who may reside within the city limits or outside the city limits but within Mendocino County, provided that a majority of the five (5) commission members reside within the city limits.
Paths, Open Space, and Creeks Commission	- Commissioner - Resident in City Limits - Commissioner - Resident in City Sphere of Influence	3 Years	Commission shall consist of five (5) members. Three (3) members shall be residents of the City and two (2) may reside outside the City but within the City's Sphere of Influence as established by the Local Agency Formation Commission.

Applications and information can be obtained on the City's website, www.cityofukiah.com on the City Clerk's or Boards and Commissions' page; or via mail (ATTN: City Clerk, 300 Seminary Ave., Ukiah, CA, 95482), email (klawler@cityofukiah.com), fax (707-463-6204), or by contacting the City Clerk's office at 707-463-6217. Current Commissioners and Members may be eligible for reappointment. For more information, call 707-463-6217.

<u>Airport Commission - 5 Members, 3 Year Term</u>				
<i>Such Commission shall act in an advisory capacity to the city council in all matters pertaining to the operations of the municipal airport. Such commission shall aid and advise the city manager in the selection of personnel for the operation of the municipal airport in keeping with the provisions of the civil service ordinance. (Ord. 512, Section 4, adopted 1956).</i>			<u>Date Appointed</u>	<u>Term Expires</u>
Eric	Crane	Commissioner - City Resident	7/18/2018	6/30/2020
Mark	Ashiku	Commissioner - City Resident (Mulheren)	1/4/2017	1/31/2020
Randal S.	Beckler	Commissioner - City Resident (Crane)	8/2/2017	6/30/2020
Donovan	Albright	Commissioner - County Resident (Doble)	1/4/2017	1/31/2020
VACANT		Commissioner - County Resident		
<u>Board of Appeals - 5 Members/3 Alternates, 3 Year Term</u>				
<i>To hear and decide appeals of orders, decisions or determinations by the building official.</i>			<u>Date Appointed</u>	<u>Term Expires</u>
Matthew	Keizer	ex officio Member - Building Official	N/A	N/A
VACANT		Member x 4 positions		
VACANT		Alternate Member x 3 positions		
<u>Civil Service Board - 3 Members, 4 Years to Indefinite Term</u>				
<i>Hold hearings and examine witnesses; Set procedures: To hear and decide for the City appeals by employees under §1306.</i>			<u>Date Appointed</u>	<u>Term Expires</u>
Jim	Andersen	Member - Appointed by Council	3/19/2014	Indefinite
VACANT		Member - Appointed by Other Two Members	N/A	Indefinite
VACANT		Member - Appointed by Employees	N/A	Indefinite
<u>Demolition Permit Review Committee - 5 Members, 2 Year Term</u>				
<i>The duties of the Demolition Permit Review Committee shall include: a) Research of historical, cultural, and architectural significance of the subject structure; b) Evaluation of the feasibility of rehabilitating or relocating the structure if it is deemed historical; c) In the event that the structure is found to have historical or architectural significance, determine if the salvaging of historic materials is feasible; d) Recommendation to the City Council regarding whether any of the criteria listed in Ukiah City Code Section 3016(E) apply to the subject structure, and whether or not the Demolition Permit should be issued, issued with conditions, or denied.</i>			<u>Date Appointed</u>	<u>Term Expires</u>
Tim	Eriksen	Director of Public Works/City Engineer or assigned designee	N/A	N/A
Craig	Schlatter	Director of Community Development or assigned designee	N/A	N/A
Matthew	Keizer	Building Inspector or assigned designee	N/A	N/A
VACANT		A Representative of the Mendocino County Historical Society or other group/organization involved with local history, or a local historian (Crane)		
VACANT		A City of Ukiah resident with expertise in architecture, building, or closely related field		
<u>Design Review Board - 5 Members, 4 Year Term Coinciding with Appointing Councilmember</u>				
<i>It shall be the function and duty of the Design Review Board to review proposed site development permit applications, planned development applications and precise development plans, work with staff and the applicants to ensure design consistency with the Ukiah General Plan, Zoning Code, and Design Review Guidelines, and make recommendations concerning architecture, site design layout, landscaping, parking, signage, exterior lighting, and other aspects of urban design to city staff, Zoning Administrator, Planning Commission and City Council as appropriate.</i>			<u>Date Appointed</u>	<u>Term Expires</u>
Howell	Hawkes	Member - City Resident/Property or Business Owner (Brown)	12/19/2018	12/7/2022
Colin	Morrow	Member - City Resident/Property or Business Owner (Mulheren)	12/17/2014	12/7/2022
Tom	Liden	Member - City Resident/Property or Business Owner (Orozco)	12/19/2018	12/7/2022
Alan	Nicholson	Member - Community at Large (Scalmanini)	4/5/2017	12/31/2020
VACANT		Member - Community at Large (Crane)		
<u>Investment Oversight Committee</u>				
<i>1. Conduct comprehensive review of the City's investment activities to ensure regulations are adhered to and adopted strategies are appropriate and being followed. 2. Review annual audit of investments. 3. Review policy, investment strategies, and investment performances. 4. Develop long range planning for the City's investment portfolio. 5. Receive and review monthly portfolio reports and quarterly performance reports from Advisory firm. 6. Report its findings and make recommendations as needed to the City Council.</i>			<u>Date Appointed</u>	<u>Term Expires</u>
Allen	Carter	City Treasurer	N/A	N/A
Sage	Sangiacomo	City Manager	N/A	N/A
Dan	Buffalo	Director of Finance	N/A	N/A
Monte	Hill	Public Member (Baldwin)	10/17/2012	Indefinite
Douglas F.	Crane	City Councilmember	N/A	N/A

Parks, Recreation, & Golf Commission - 5 Members, 3 Year Term

The Commission shall have the power and duty to recommend and advise on: A) Policies to be adopted and enforced for the operation, use and management of all recreation activities and facilities, parks, and parkways. B) Policies for the planning of recreation and parks programs for the inhabitants of the city, promote and stimulate public interest therein, and to that end, solicit to the fullest extent possible the cooperation of school authorities and other public or private agencies interested therein. C) Policies for the acquisition, development and improvement of parks, playgrounds and facilities for recreation.

			<u>Date Appointed</u>	<u>Term Expires</u>
Faye	Hefte	Commissioner - At Large, City Resident (Doble)	8/2/2017	6/30/2020
Vicki	Bitonti-Brown	Commissioner - At Large, City Resident (Crane)	10/17/2018	10/17/2021
Henry	Sadowski	Commissioner - At Large, County Resident (Mulheren)	11/15/2017	11/15/2020
Elizabeth	Salamone	Commissioner - At Large, County Resident (Scalmanini)	12/19/2018	12/19/2021
VACANT		Commissioner - At Large, City Resident		

Paths, Open Space, & Creeks Commission - 5 Members, 3 Year Term

The Commission shall have the power and duty to recommend and advise regarding: A) Efficient implementation of the Open Space and Conservation Element of the Ukiah General Plan. B) Efficient implementation of the pathway sections of the Transportation Element of the Ukiah General Plan. C) Procedure and funding mechanisms for acquisition, preservation, and effective stewardship of City paths, open space, and creeks.

			<u>Date Appointed</u>	<u>Term Expires</u>
Ginevra K.	Chandler	Commissioner - Resident in City Limits (Crane)	8/2/2017	6/30/2020
Megan	Parker	Commissioner - Resident in City Sphere of Influence (Brown)	5/15/2019	5/15/2022
Jeanne	Wetzel Chinn	Commissioner - Resident in City Limits (Orozco)	6/5/2019	6/5/2022
VACANT		Commissioner - Resident in City Limits		
VACANT		Commissioner - Resident in City Sphere of Influence		

Planning Commission - 5 Members, 4 Year Term Coinciding with Appointing Councilmember

It shall be the function and duty of the Planning Commission to prepare, make and adopt, subject to the provisions of law, a master plan for the physical development of the city, and of any land situated outside the boundaries thereof which in the Commission's judgement bears relation to the planning thereof. The Commission may appoint officers and employees and contract for services, subject to the provisions of law, provided that all expenditures of the Commission, exclusive of gifts, shall be within the amounts appropriated for the purpose by the City Council.

			<u>Date Appointed</u>	<u>Term Expires</u>
Laura	Christensen	Commissioner (Mulheren)	12/19/2018	12/7/2022
Christopher	Watt	Commissioner (Orozco)	12/19/2018	12/7/2022
Mark	Hilliker	Commissioner (Brown)	12/19/2018	12/7/2022
Michael L.	Whetzel	Commissioner (Crane)	4/5/2017	12/2/2020
Linda	Sanders	Commissioner (Scalmanini)	4/5/2017	12/2/2020

(Coincides with
Appointing
Councilmember)

Traffic Engineering Committee - Indefinite Term

To determine the installation and proper timing and maintenance of traffic-control devices and signals, to conduct engineering analyses of traffic accidents and to devise remedial measures, to conduct engineering and traffic investigations of traffic conditions and to cooperate with other City officials in the development of ways and means to improve traffic conditions, and to carry out the additional powers and duties imposed by ordinances of the City.

			<u>Date Appointed</u>	<u>Term Expires</u>
Tim	Eriksen	TEC Chairman, Public Works Director / City Engineer	N/A	Indefinite
John	Lampi	TEC Vice Chairman, Public Representative (Rodin)	7/19/2006	Indefinite
Erich	Sommer	Public Representative (Brown)	10/18/2017	Indefinite
Jacob	King	Mendocino Transit Authority Representative	N/A	Indefinite
Neil	Davis	Active Transportation Representative (Scalmanini)	N/A	Indefinite
Shannon	Riley	City Manager Representative	N/A	Indefinite
Sean	Kaeser	Chief of Police Representative	N/A	Indefinite
Michelle	Irace	Community Development and Planning Director Representative	N/A	Indefinite
Don	Brown	Superintendent of Public Works Representative	N/A	Indefinite

RESOLUTION NO. 2019-**Resolution of the City Council of the City of Ukiah Making Appointments to the Airport Commission; Paths, Open Space, and Creeks Commission; and Parks, Recreation, and Golf Commission.**

WHEREAS, Pursuant to Resolution 2014-48, the right to nominate a candidate from the available pool shall rotate among the Councilmembers; and

WHEREAS, the County Resident position on the Airport Commission; the Resident in City Limits position on the Paths, Open Space, and Creeks Commission; and the At-large, City Resident position on the Parks, Recreation, and Golf Commission have all become vacant due to term expirations or resignations; and

WHEREAS, the City Clerk's office has received applications from the individuals listed in the table below; and

WHEREAS, the City Clerk's office has received nominations from the corresponding councilmembers listed in the table below.

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council approve the nominations, and do hereby appoint the following persons and terms:

BOARD/ COMMISSION	NAME	POSITION	NOMINATED BY COUNCILMEMBER	TERM EXPIRATION
Airport Commission	Andrew Jay Stein	County Resident	Brown	August 7, 2022
Paths, Open Space, and Creeks Commission	Susan Marie Knopf	Resident in City Limits	Mulheren	August 7, 2022
Parks, Recreation, and Golf Commission	Susan Marie Knopf - incumbent	At Large, City Resident	Brown	August 7, 2022

PASSED AND ADOPTED this 7th day of August, 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Annual Review of Mobilehome Park Stabilization Fees and Activities, Possible Adoption of Resolution Amending Resolution No. 2018-22; and Approval to Waive Fees for the FY 2018-19.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Resolution 2018-22 - Rent Stabilization Admin Fees for Mobilehome Parks](#)

[Attachment 2 - Letter to Residents](#)

[Attachment 3 \(a&b\) - Proposed Resolution - redline and clean](#)

Summary: Council will receive an annual report on the administrative costs and activities regarding the mobilehome park stabilization program, consider adopting a Resolution amending Exhibit A to Resolution No. 2018-22, adjusting the administrative costs to reflect current costs; and consider waiving the fees for the Fiscal Year 2018-19.

Background: On August 1, 2018, Council adopted Resolution 2018-22 (Attachment 1) that amended and updated the arbitration and administrative costs. Council gave direction to staff to charge the mobilehome park stabilization account annually to cover the City administrative costs to maintain the requirements laid out in the Resolution; only invoicing the mobilehome park owners/residents when the balance in the account falls below the estimated costs for arbitration and administrative activities. Staff was directed to implement an annual educational program to inform the tenants of the ordinance requirements, and include those actions and results

RECOMMENDED ACTION: Receive report on the Mobilehome Park Stabilization Administrative Costs and Activities, adopt the Resolution amending Exhibit A to Resolution 2018-22 adjusting the administrative costs, and approve waiving fees for FY 2018-19.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

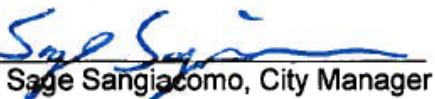
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

in the yearly report to Council.

As part of the educational program, a webpage was set up and has been maintained on the City's website at: <http://www.cityofukiah.com/mobile-home-park-rent-stabilization-2/> that contains links to the following: Ordinance 1126 and Resolution 2018-22 that govern the stabilization process and costs; the December 20, 2017, staff report to Council that details how the fees are assessed; and the annual letter sent to the mobilehome park owners regarding the October CPI, which dictates the amount that rent can be increased. All correspondence and documents pertaining to the mobilehome park rent stabilization are added on an on-going basis to this webpage.

In addition, a letter (Attachment 2) was sent out to all mobilehome park residents to bring their awareness to the website resource. The Clerk's office received a few responses from park residents wanting to know more about the letter that was sent out, to which additional verbal information was given.

Discussion: The current before-year-end-close balance in the Mobilehome Rent Stabilization Trust Fund (90000000.23251) is \$25,673.63. Administrative Costs for the 2018-2019 Fiscal Year came to \$495, leaving a remaining balance of \$25,178.63. Per Resolution 2018-22, Exhibit A (Attachment 1), the total reasonable estimate for the annual cost to administer Chapter 8, including arbitrations is \$9,178. As the remaining balance still exceeds the suggested reasonable estimate of costs, staff recommends waiving the annual fee to the mobilehome parks for the fiscal year 2018-19.

Costs to implement the program shown on Exhibit A to Resolution 2018-22, have changed due to the hourly arbitration and postage costs having gone up, and staff time for the education outreach having gone down as the structure for the outreach was already established last year. Therefore, staff is recommending adoption of a new resolution amending Exhibit A to include the cost differences. Red-line and clean versions of the proposed resolution are included as Attachment 3 a&b. These changes would not affect the recommendation to waive the annual fee to the mobilehome parks for the fiscal year 2018-19.

RESOLUTION NO. 2018-22**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING RESOLUTION 2017-57 ADOPTING RENT STABILIZATION FEES FOR ARBITRATION AND ADMINISTRATIVE COSTS TO CITY OF UKIAH MOBILEHOME PARKS****WHEREAS:**

1. Ukiah City Code ("UCC") Section 2715, provides that "all or any portion of the costs to administer this chapter [Division 2, Chapter 8 of the UCC ("Chapter 8")] may be collected by the imposition of an annual rent stabilization administration fee established by resolution of the City Council"; and
2. Costs to administer the program have been assessed and are shown in Exhibit A; and
3. With the elimination of redevelopment agencies by the State of California, all of the cost to administer Chapter 8 is borne by the City's General Fund; and
4. Under UCC Section 2708.C, the cost of arbitrations must be paid from the rent stabilization administration fee. Exhibit A states a reasonable estimate for the annual cost to administer Chapter 8, including potential arbitrations; and
5. There are 382 mobilehome park spaces subject to rent control in the City of Ukiah, with the final annual per space cost being determined each year based on occupied non-long-term leased spaces; and
6. Under UCC Section 2715, the owner who pays these fees may pass through to the tenant of the space 50 percent of the fees assessed for the space; and
7. Under UCC 2715, the resolution establishing the fee must specify the date by which the fee is due, but the fee may be paid by the park owners in quarterly installments; and
8. There are six City of Ukiah mobilehome parks that are subject to the Rent Stabilization Ordinance, including Circle Trailer Court (60 units), Manor Home Mobile Estates (137 units), Shady Grove Mobile Home Park (4 units subject to rent control), Modern Mobile Home Park (26 units), Harold's Square Mobile Home Park (59 units), and Rancho Del Ray Mobile Home Park (96 units).

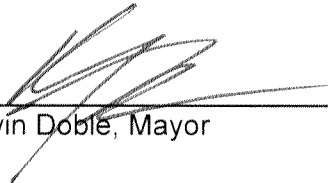
NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council of the City of Ukiah approves an annual administration fee an amount equally divided between billable spaces subject to rent control to be paid by the City's six mobilehome parks.
2. The fee is due on July 30 of each year, but may be paid in quarterly installments on July 30, October 30, January 30, and April 30.
3. The City Council shall review the administration costs, including the cost of any arbitrations, on an annual basis, during budget preparation as part of the annual fee review

in May and June, and make any adjustments so that the fee does not exceed the cost to administer Chapter 8.

PASSED AND ADOPTED at a regular meeting of the City Council held on August 1, 2018, by the following roll call vote:

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



Kevin Doble, Mayor

ATTEST:


Kristine Lawler, City Clerk

EXHIBIT A

2017 COST ASSESSMENT FOR IMPLEMENTING RESOLUTION 2012-17 RENT STABILIZATION FEES

Estimated Arbitration Costs:

TOTAL - \$7,200

The Northern California rates charged for arbitrations conduct by ADR Service, Inc., an alternate dispute resolution service that has rates in the middle between JAMS at the high end and lone arbitrators at the low end.

An arbitration through ADR includes the hourly or daily rate charged by the arbitrator and the fees charged by ADR. ADR arbitrators are retired judges or attorneys. The hourly rates vary from \$400 at the low end to \$700 at the high end. The average hourly rate is \$500.

ADR charges an initial fee of \$300 plus \$450 per party to the arbitration. Its fee schedule is attached.

Assuming an arbitration hearing takes one 8-hour day and the arbitrator takes 4 hours to prepare a written decision, 12 hours @ \$500 = \$6,000 + \$1,200 (assuming only two parties) for a total of \$7,200.

Estimated Administrative Costs:

TOTAL - \$1,977.50 *(Using larger invoiced rate)*

MHP = Mobile Home Park

Estimated Attorney Fees for Various Matters Pertaining to Mobilehome Parks: \$1,000

(Note: only the actual expenses would be billed to the account)

Educational Outreach Costs: \$366.48

- Draft Letter to Residents
- Print, fold, label, and stuff envelopes
- Postage to send letters

If MHP owners are invoiced: \$611.02 + postage

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send Letters to MHP owners requesting number of billable spaces
- Prep invoices
- Receive and process payments

Total divided by 382* spaces = \$1.60 per space.

If MHP owners *are not* invoiced: \$209.15

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send post-Council decision to waive fee letters to MHP owners

Total divided by 382* spaces = .55 cents per space (*rounded*).

TOTAL REASONABLE ESTIMATE FOR THE ANNUAL COST TO ADMINISTER CHAPTER 8, INCLUDING POTENTIAL ARBITRATIONS IS \$9,178 (*rounded*).

**Note – This is the number of spaces calculated in Ordinance 1126, however, the actual number of billable spaces is determined each year depending on the number of occupied spaces by non-long-term leases.*



July 15, 2019

SUBJECT: Mobilehome Park Rent Stabilization Resource Information

Dear Mobilehome Park Residents,

This letter is an educational outreach, so that you are aware of your rights – per ordinance 1126 and resolution 2018-22 - as a mobilehome park resident.

In 2011, the Ukiah City Council adopted an ordinance to establish a mobilehome park rent stabilization. In an effort to assist mobilehome park residents to better understand how the rent increases, fees, and pass-through charges operate, a webpage was created on the City of Ukiah's website, which can be found at: <http://www.cityofukiah.com/mobile-home-park-rent-stabilization-2/>.

Mobilehome park residents are encouraged to explore the webpage, which contains the full ordinance and resolution that explains how the rent stabilization works. There are also links to annual correspondence sent to the mobilehome park owners regarding the October CPI index that determines the amount that can be charged for rent increases, and staff reports presented to the City Council explaining in detail how the yearly fees operate.

The City Clerk's office is available to address any questions or concerns that you may have, and can be reached by email at klawler@cityofukiah.com, or by calling 707-463-6217.

Sincerely,

A handwritten signature in blue ink that reads "Kristine Lawler". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Kristine Lawler
City Clerk

RESOLUTION NO. 2018-229-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING EXHIBIT A TO RESOLUTION 2017-57-8-22 ADOPTING RENT STABILIZATION FEES FOR ARBITRATION AND ADMINISTRATIVE COSTS TO CITY OF UKIAH MOBILEHOME PARKS****WHEREAS:**

1. Ukiah City Code ("UCC") Section 2715, provides that "all or any portion of the costs to administer this chapter [Division 2, Chapter 8 of the UCC ("Chapter 8")] may be collected by the imposition of an annual rent stabilization administration fee established by resolution of the City Council"; and
2. Costs to administer the program have been assessed and are shown in Exhibit A; and
3. With the elimination of redevelopment agencies by the State of California, all of the cost to administer Chapter 8 is borne by the City's General Fund; and
4. Under UCC Section 2708.C, the cost of arbitrations must be paid from the rent stabilization administration fee. Exhibit A states a reasonable estimate for the annual cost to administer Chapter 8, including potential arbitrations; and
5. There are 382 mobilehome park spaces subject to rent control in the City of Ukiah, with the final annual per space cost being determined each year based on occupied non-long-term leased spaces; and
6. Under UCC Section 2715, the owner who pays these fees may pass through to the tenant of the space 50 percent of the fees assessed for the space; and
7. Under UCC 2715, the resolution establishing the fee must specify the date by which the fee is due, but the fee may be paid by the park owners in quarterly installments; and
8. There are six City of Ukiah mobilehome parks that are subject to the Rent Stabilization Ordinance, including Circle Trailer Court (60 units), Manor Home Mobile Estates (137 units), Shady Grove Mobile Home Park (4 units subject to rent control), Modern Mobile Home Park (26 units), Harold's Square Mobile Home Park (59 units), and Rancho Del Ray Mobile Home Park (96 units).

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council of the City of Ukiah approves an annual administration fee an amount equally divided between billable spaces subject to rent control to be paid by the City's six mobilehome parks.
2. The fee is due on July 30 of each year, but may be paid in quarterly installments on July 30, October 30, January 30, and April 30.
3. The City Council shall review the administration costs, including the cost of any arbitrations, on an annual basis, during budget preparation as part of the annual fee review

in May and June, and make any adjustments so that the fee does not exceed the cost to administer Chapter 8.

4. This resolution supersedes resolution 2018-22.

PASSED AND ADOPTED at a regular meeting of the City Council held on August ~~17, 2018~~2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

~~Kevin Doble~~Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A**2017 COST ASSESSMENT FOR IMPLEMENTING RESOLUTION 2012-17 RENT STABILIZATION FEES****Estimated Arbitration Costs:****TOTAL - \$~~7,200~~8,700**

The Northern California rates charged for arbitrations conduct by ADR Service, Inc., an alternate dispute resolution service that has rates in the middle between JAMS at the high end and lone arbitrators at the low end.

An arbitration through ADR includes the hourly or daily rate charged by the arbitrator and the fees charged by ADR. ADR arbitrators are retired judges or attorneys. The hourly rates vary from \$400 at the low end to \$~~700~~850 at the high end. The average hourly rate is \$~~500~~625.

ADR charges an initial fee of \$300 plus \$450 per party to the arbitration. Its fee schedule is attached.

Assuming an arbitration hearing takes one 8-hour day and the arbitrator takes 4 hours to prepare a written decision, 12 hours @ \$500 = \$~~6,000~~7,500 + \$1,200 (assuming only two parties) for a total of \$~~7,200~~8,700.

Estimated Administrative Costs:**TOTAL - \$~~1,977.50~~1,850** (Using the higher rate of the two invoiced rates below and rounding~~larger invoiced rate~~)

MHP = Mobile Home Park

Estimated Attorney Fees for Various Matters Pertaining to Mobilehome Parks: \$1,000

(Note: only the actual expenses would be billed to the account)

Educational Outreach Costs: \$~~366.48~~294

- Draft Letter to Residents
- Print, fold, label, and stuff envelopes
- Postage to send letters

If MHP owners are invoiced: \$~~644.02~~556 + postage

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send Letters to MHP owners requesting number of billable spaces
- Prep invoices
- Receive and process payments

Total divided by 382* spaces = \$~~1.60~~46 per space.

If MHP owners are not invoiced: \$~~209.15~~201

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send post-Council decision to waive fee letters to MHP owners

Total divided by 382* spaces = .~~55~~53 cents per space (rounded).

TOTAL REASONABLE ESTIMATE FOR THE ANNUAL COST TO ADMINISTER CHAPTER 8, INCLUDING POTENTIAL ARBITRATIONS IS \$~~9,178~~10,550 (rounded).

****Note** – This is the number of spaces calculated in Ordinance 1126, however, the actual number of billable spaces is determined each year depending on the number of occupied spaces by non-long-term leases.*

RESOLUTION NO. 2019-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING EXHIBIT A TO RESOLUTION 2018-22 ADOPTING RENT STABILIZATION FEES FOR ARBITRATION AND ADMINISTRATIVE COSTS TO CITY OF UKIAH MOBILEHOME PARKS****WHEREAS:**

1. Ukiah City Code ("UCC") Section 2715, provides that "all or any portion of the costs to administer this chapter [Division 2, Chapter 8 of the UCC ("Chapter 8")] may be collected by the imposition of an annual rent stabilization administration fee established by resolution of the City Council"; and
2. Costs to administer the program have been assessed and are shown in Exhibit A; and
3. With the elimination of redevelopment agencies by the State of California, all of the cost to administer Chapter 8 is borne by the City's General Fund; and
4. Under UCC Section 2708.C, the cost of arbitrations must be paid from the rent stabilization administration fee. Exhibit A states a reasonable estimate for the annual cost to administer Chapter 8, including potential arbitrations; and
5. There are 382 mobilehome park spaces subject to rent control in the City of Ukiah, with the final annual per space cost being determined each year based on occupied non-long-term leased spaces; and
6. Under UCC Section 2715, the owner who pays these fees may pass through to the tenant of the space 50 percent of the fees assessed for the space; and
7. Under UCC 2715, the resolution establishing the fee must specify the date by which the fee is due, but the fee may be paid by the park owners in quarterly installments; and
8. There are six City of Ukiah mobilehome parks that are subject to the Rent Stabilization Ordinance, including Circle Trailer Court (60 units), Manor Home Mobile Estates (137 units), Shady Grove Mobile Home Park (4 units subject to rent control), Modern Mobile Home Park (26 units), Harold's Square Mobile Home Park (59 units), and Rancho Del Ray Mobile Home Park (96 units).

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council of the City of Ukiah approves an annual administration fee an amount equally divided between billable spaces subject to rent control to be paid by the City's six mobilehome parks.
2. The fee is due on July 30 of each year, but may be paid in quarterly installments on July 30, October 30, January 30, and April 30.
3. The City Council shall review the administration costs, including the cost of any arbitrations, on an annual basis, during budget preparation as part of the annual fee review

in May and June, and make any adjustments so that the fee does not exceed the cost to administer Chapter 8.

4. This resolution supersedes resolution 2018-22.

PASSED AND ADOPTED at a regular meeting of the City Council held on August 7, 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

2019 COST ASSESSMENT FOR IMPLEMENTING RESOLUTION 2012-17 RENT STABILIZATION FEES**Estimated Arbitration Costs:****TOTAL - \$8,700**

The Northern California rates charged for arbitrations conduct by ADR Service, Inc., an alternate dispute resolution service that has rates in the middle between JAMS at the high end and lone arbitrators at the low end.

An arbitration through ADR includes the hourly or daily rate charged by the arbitrator and the fees charged by ADR. ADR arbitrators are retired judges or attorneys. The hourly rates vary from \$400 at the low end to \$850 at the high end. The average hourly rate is \$625.

ADR charges an initial fee of \$300 plus \$450 per party to the arbitration.

Assuming an arbitration hearing takes one 8-hour day and the arbitrator takes 4 hours to prepare a written decision, 12 hours @ \$625 = \$7,500 + \$1,200 (assuming only two parties) for a total of \$8,700.

Estimated Administrative Costs:**TOTAL - \$1,850 (Using the higher rate of the two invoiced rates below and rounding)**

MHP = Mobile Home Park

Estimated Attorney Fees for Various Matters Pertaining to Mobilehome Parks: \$1,000

(Note: only the actual expenses would be billed to the account)

Educational Outreach Costs: \$294 (rounded)

- Draft Letter to Residents
- Print, fold, label, and stuff envelopes
- Postage to send letters

If MHP owners are invoiced: \$556 (rounded and includes postage)

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send Letters to MHP owners requesting number of billable spaces
- Prep invoices
- Receive and process payments

Total divided by 382* spaces = \$1.46 per space.

If MHP owners are not invoiced: \$201

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send post-Council decision to waive fee letters to MHP owners

Total divided by 382* spaces = .53 cents per space (rounded).

TOTAL REASONABLE ESTIMATE FOR THE ANNUAL COST TO ADMINISTER CHAPTER 8, INCLUDING POTENTIAL ARBITRATIONS IS \$10,550.

****Note** – This is the number of spaces calculated in Ordinance 1126, however, the actual number of billable spaces is determined each year depending on the number of occupied spaces by non-long-term leases.*



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Approving Records Destruction.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Resolution with Exhibit A](#)

Summary: The Police department, along with the City Attorney's Office and City Clerk, have reviewed records that have been identified as being ready for destruction. Council is being asked to approve their destruction.

Background: The Police department, along with the City Attorney, and City Clerk have reviewed the Records Destruction Notices for six boxes and have approved them for shredding.

Discussion: The estimated cost for shredding the six boxes is \$49. The City Clerk's budget includes funds for the annual records destruction and no budget amendment necessary at this time.

Staff recommends that Council adopt the resolution (Attachment 1), authorizing the destruction of six boxes of outdated documents, listed in full and attached as Exhibit A to the resolution.

RECOMMENDED ACTION: Adopt resolution authorizing the destruction of 17 boxes of outdated documents.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$20,000

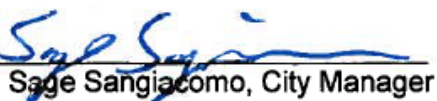
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 10012500.52100; City Clerk Contracted Services

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sean Kaeser, Police Captain

Approved:


Sage Sangiacomo, City Manager

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS

WHEREAS, the Police Department, along with the City Attorney's office and City Clerk have reviewed and approved the list of records that are attached as Exhibit A, and determined that said records are no longer necessary and may at this time be destroyed.

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council hereby approves the destruction of certain records, contained in Exhibit A of this Resolution, and authorizes the City Clerk to destroy the records.

PASSED AND ADOPTED this 7th day of August, 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

BOXES SCHEDULED FOR DESTRUCTION

EXHIBIT A

LOCATION	BOX #	Date Rec'd	Con / Pub	Record Title	RECORD DATES	RETAIN UNTIL	USER/SENDER	DEPARTMENT	COMMENT
UPD Evidence Room	00167	7/18/2019	Con	1005.02 Investigations - Background	09/01/04-05/30/14	2017	Sean Kaeser	Police	aka Box 1
UPD Evidence Room	00168	7/18/2019	Con	1005.02 Investigations - Background	11/01/02-12/31/16	2018	Sean Kaeser	Police	aka Box 2
UPD Evidence Room	00169	7/18/2019	Con	1005.02 Investigations - Background	07/01/05-05/30/17	2019	Sean Kaeser	Police	aka Box 3
UPD Evidence Room	00170	7/18/2019	Con	1005.02 Investigations - Background	08/01/98-05/30/17	2019	Sean Kaeser	Police	aka Box 4
UPD Evidence Room	00171	7/18/2019	Con	1005.02 Investigations - Background	01/01/97-09/30/13	2016	Sean Kaeser	Police	aka Box 5
UPD Evidence Room	1521	6/11/1998	Con	Personell files, Background Records Cadet File, Miscellaneous Information	1/1/56-12/31/94	2019	Sean Kaeser	Police	was location 129



AGENDA SUMMARY REPORT

SUBJECT: Approve a Budget Amendment to Fund the Open Space Contractual Services Account for Possible Expenses in the 2019/2020 Fiscal Year Related to the Donation, Acquisition, and/or Improvement of Open Space.

DEPARTMENT: Administration

PREPARED BY: Maya Simerson

ATTACHMENTS:

None

Summary: Council will consider an approval of a budget amendment for contractual and other services related to the possible donation, acquisition, and/or improvement of open space in the amount of up to \$31,560 for Fiscal Year 2019-20. The City of Ukiah has a dedicated reserve fund for Open Space Land Acquisition, however no funds were appropriated for use in the Fiscal Year 2019-20 Budget. This action corrects the oversight.

Background: This item corrects an overlooked appropriation request for the Fiscal Year 2019-20 Budget.

Open spaces are land and/or water areas that serve as a protected resource in which the area is generally finite, exhaustible, and vulnerable. Generally, open space preservation contributes to three broad areas of the community including social quality of life, environmental preservation, and economic vitality.

RECOMMENDED ACTION: Approve a budget amendment to fund the Open Space contractual services account for possible expenses over the fiscal year related to the donation, acquisition, and/or improvement of open space in the amount of up to \$31,560.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 2512290.52100.39015 \$0

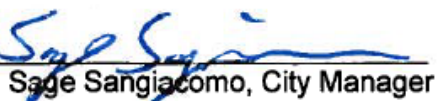
PROPOSED BUDGET AMOUNT: 25122290.52100.39015 \$31,560

FINANCING SOURCE: Open Space Project Reserve, 25100000.39015

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: _____


Sage Sangiacomo, City Manager

Open space benefits include:

- creating a passive recreation area
- providing opportunity for unique educational experiences
- controlling sprawl and growth patterns
- establishing and maintaining aesthetic appeal
- stimulating economic vitality
- creating important buffer zones between developments and the local water shed
- preserving water quality and wildlife habitat
- developing eco-tourism opportunities
- protecting property values
- creating ecological balance

The City of Ukiah has successfully secured open space in the past and under Council's direction continues to work towards finding other opportunities for continued open space preservation.

Discussion: The City of Ukiah has a dedicated reserve fund for Open Space Land Acquisition, however no funds were appropriated for use in the Fiscal Year 2019-20 Budget.

In Fiscal Year 2018-19, a small amount of money was expended for a grant application to preserve open space in our western hills. While the application was not successful, staff remains optimistic for future funding cycles. A new specific opportunity has been identified towards the end of this calendar year and the new appropriations will allow for any necessary expenditures at the time they are needed, including an agreement with the Mendocino County Resource Conservation District for support on the upcoming grant application. This agreement will be a 'not to exceed' amount of \$9,530.00 and will provide staff with technical support that can't be provided in-house.

To ensure there are funds available for use, Staff recommends appropriating \$31,560 of the \$66,735 reserve. Funds will only be used for open space development and only expended for projects as directed by the City Council. This is a budgetary appropriation only and all unused funds will remain in the reserve for the dedicated use. The appropriation moves the funds from the reserve account to the Park Development fund and into a specific Open Space account, staff will also use a dedicated project code for any Open Space expenditures.



AGENDA SUMMARY REPORT

SUBJECT: Notification to Council of Revised Personnel Schedule in 2019-20 City Budget Document.

DEPARTMENT: Human Resources

PREPARED BY: Sheri Mannion

ATTACHMENTS:

[Attachment 1 - Personnel Schedule FY 2019-20](#)

[Attachment 2 - Summary of Personnel Changes FY 2019-20](#)

Summary: Council to receive notification of revised Personnel Schedule to be included in the FY 2019-20 City budget document.

Background: As part of the fiscal year 2019-20 City of Ukiah budget cycle, Council received departmental presentations on June 11, 2019, and then later approved and adopted the budget, including budget document, at the June 19, 2019, regular Council meeting.

Discussion: During the departmental presentations, staff informed the Council of recommended personnel changes that were included in the budget. In addition, as part of the budget document, Council received a Personnel Schedule indicating classification titles of each position and the total numbers of budgeted positions (FTE).

A further review of the Personnel Schedule by the Human Resources Director and City Manager after the

RECOMMENDED ACTION: Receive notification of revised Personnel Schedule in FY 2019-20 City budget document.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

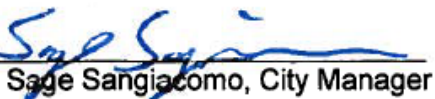
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager and Dan Buffalo, Finance Director

Approved: _____


Sage Sangiacomo, City Manager

budget was adopted, determined the need to make minor revisions to the schedule to ensure accuracy and transparency of position titles, total FTE, and personnel changes.

Presented here is a revised Personnel Schedule (Attachment 1) and a newly-developed Summary of Personnel Changes in FY 2019-20 (Attachment 2). Funding for all positions and personnel changes were included in the FY 2019-20 approved by Council at the June 19, 2019, regular Council meeting.

BUDGET 2020: PERSONNEL

Revised for Final Publication

Collapse All	2017	2018	2019	2020	Change	
	FTE	FTE	FTE	FTE	from	
					Prior Year	
▼ EXECUTIVE		9	9.500	9.300	10	0.700
(1000) CITY MANAGER		1	1	1	1	0
(1520) ELECTRIC UTILITY DIRECTOR		1	1	1	1	0
(1526) PUBLIC WORKS DIRECTOR		1	1	1	1	0
(1540) DEPUTY CITY MANAGER		0	0.500	0.500	1	0.500
(1550) COMMUNITY DEVELOPMENT DIRECTOR		1	1	0.800	1	0.200
(1566) WATER RESOURCES DIRECTOR		1	1	1	1	0
(1567) FINANCE DIRECTOR		2	1	1	1	0
(1568) HR/RISK MANAGEMENT DIRECTOR		1	1	1	1	0
(1571) FIRE CHIEF		0	1	1	1	0
(3570) POLICE CHIEF		1	1	1	1	0
▼ MANAGEMENT		33	38.970	41.740	45.130	3.390
(2573) DEPUTY DIR PUB WKS-ENG/STREETS		1	1	1	1	0
(2580) POWER ENGINEER		1	1	1	0	-1
(2589) SENIOR CIVIL ENGINEER		1	1	1	1	0
(2591) SENIOR MANAGEMENT ANALYST		2	0	0	0	0
(2592) CONTROLLER		1	0	0	1	1
(2593) COMMUNITY SERVICES ADMINISTRATOR		1	1	0.800	1	0.200
(2594) ELECTRICAL SUPERVISOR		1	1	1	2	1
(2595) IT MANAGER		0	1	1	1	0
(2596) WWTP SUPERVISOR		1	1	1	1	0
(2621) PLANNING MANAGER		1	1	0.970	1	0.030
(2636) BUILDING OFFICIAL		1	1	1	1	0
(2637) CITY CLERK		0	1	1	1	0
(2671) AIRPORT MANAGER		1	1	1	1	0
(2673) FINANCIAL SERVICES MANAGER		1	0	0	2	2
(2674) FLEET MAINTENANCE SUPERVISOR		0	1	1	1	0
(2681) RECREATION SUPERVISOR		1	1	1	1	0
(2683) PROCUREMENT MANAGER		0	1	1	0	-1
(2684) MUSEUM DIRECTOR		1	1	1	1	0
(2685) FACILITY ADMINISTRATOR		1	0.970	0.970	1	0.030
(2686) PARK SUPERINTENDENT		1	1	1	1	0
(2687) SENIOR ACCOUNTANT		0	1	1	0	-1
(2689) BILLING & CUSTOMER SERVICE MANAGER		0	1	1	1	0
(2715) MANAGEMENT ANALYST		0	3	3	4	1
(2725) PURCHASING SUPERVISOR		1	0	0	0	0
(3077) POLICE SERGEANT		6	6	6	6	0
(3078) POLICE LIEUTENANT		2	2	2	2	0
(3079) POLICE CAPTAIN		1	1	1	1	0
(3373) COMM & RECORDS MANAGER		1	1	1	1	0
(4069) FIRE CAPTAIN		2	3	6	7	1
(4625) FIRE DIVISION CHIEF		2	2	3	2	-1
(6143) BUILDING INSPECTOR II		0	0	0	1	1
(7801) ASSISTANT FINANCE DIRECTOR (PT-LT)		0	0	0	0.630	0.630
(7821) ASSISTANT ELECTRIC UTILITY DIRECTOR		1	2	1	0.500	-0.500
▼ PROFESSIONAL		55.240	52.740	57.740	57.330	-0.410
(2598) WATER TRTMT PLANT SUPERVISOR		1	1	1	1	0
(2599) WATER/SEWER/STREETS MAINT SUPV		1	1	1	1	0
(2710) ASSOCIATE ACCOUNTANT		1	0	0	0	0
(2735) ASSOCIATE PLANNER		0	1	1	1	0
(3054) CRIME ANALYST		0	1	1	1	0
(3056) COMMUNITY SERVICES OFFICER		5	4	5	4	-1
(3058) CLERK DISPATCHER		7	7	7	8	1
(3059) SENIOR CLERK DISPATCHER		1	1	1	1	0
(3073) POLICE OFFICER		22	24	24	24	0
(4064) FIREFIGHTER/PARAMEDIC		3	3	4	3	-1
(4066) FIRE ENGINEER		4	4	5	7	2

Collapse All	2017 FTE	2018 FTE	2019 FTE	2020 FTE	Change from Prior Year
(6037) DEPARTMENT ANALYST		1	1	1	0
(6043) PAYROLL OFFICER		1	2	1	1
(6226) ASSISTANT ACCOUNTANT		1	0	1	0
(6237) PUBLIC WORKS PROJECT ANALYST		1	0	0	0
(6238) DEVELOPMENT PERMIT COORDINATOR		1	1	1	0
(6636) ASSISTANT PLANNER		1	0	0	1
(7820) CSO - CRIME PREVENTION		1	0.800	1	0
(7913) PROGRAM ANALYST		0.480	0	0	0.050
(7914) FIRE AUTHORITY ADMINISTRATOR		0	0	0.460	0
(7916) CSO		0	0.340	0	0
(7923) WEBSITE DESIGNER		0.480	0	0	0
(8300) ELECTED OFFICIALS		1.900	0.500	1.900	0
(8301) TREASURER		0.380	0.100	0.380	0
▼ ADMINISTRATIVE & TECHNICAL		103.780	106.380	111.520	109.380
(6634) HUMAN RESOURCES TECHNICIAN		0	0	0	1
(5083) LINEMAN		6	6	6	5
(5085) ELECTRIC ENGINEERING TECH 2		1	1	1	1
(5086) ELECTRIC CREW FOREMAN		2	2	2	2
(5182) ELECTRIC ENGINEERING TECH 1		1	0	0	0
(5183) ELECTRIC UTILITY TECH 1		1	0	0	0
(5186) ELECTRIC UTILITY TECH 2		1	3	3	3
(5187) ELECTRIC ENGINEERING TECH 3		1	1	1	1
(5282) APPRENTICE LINEMAN		0	1	1	2
(6023) RECEPTIONIST/CLERK		1	1	1	1
(6026) CUSTOMER SERVICE REP I		1	2	2	2
(6029) WWTP OPERATOR IN-TRAINING		0	1	2	3
(6030) BUYER I		1	2	1	1
(6031) PARKS SERVICE WORKER I		4	4	5	5
(6032) METER READER		1	1	1	1
(6034) MUSEUM CURATOR		2	1	1	1
(6038) EQUIPMENT MECHANIC		2	3	3	2
(6042) SR WTP OPERATOR/MECHANIC		1	0	0	0
(6044) WTR/SWR LEAD WORKER		1	1	1	1
(6045) SR WWTP OPERATOR/MECHANIC		1	0	0	0
(6046) LEAD WWTP OPERATOR		1	1	1	0
(6126) EVENT COORDINATOR ASSISTANT		0	0	1	0
(6128) CUSTOMER SERVICE REP II		3	2	2	1
(6129) WTP OPERATOR IN-TRAINING		0	0	1	1
(6130) ADMINISTRATIVE SECRETARY		2	2	3	1
(6131) SPORT COORDINATOR		1	1	1	1
(6133) PARKS SERVICE WORKER II		2	2	1	1
(6134) MUSEUM EDUCATOR		0	1	1	1
(6135) WATER/SEWER ATTENDANT II		2	4	2	2
(6136) WWTP OPERATOR		3	2	0	0
(6137) UTILITY SERVICES TEAM LEADER		1	1	1	1
(6138) AIRPORT ASSISTANT		1	1	1	1
(6139) WWTP OPERATOR		0	1	2	2
(6144) SR WWTP OPERATOR		2	2	1	3
(6145) ENVIRONMENTAL LAB TECH III		1	1	0	0
(6228) BUILDING SPECIALIST		1	1	1	1
(6231) RECREATION COORDINATOR		1	1	1	1
(6232) WATER/SEWER ATTENDANT I		5	3	5	5
(6234) PLANNING/BUILDING TECHNICIAN		1	1	0.720	0
(6236) WATER/SEWER SERVICE ATTENDANT		1	1	1	1
(6242) IT NETWORK SPECIALIST		1	1	1	2
(6244) LEAD EQUIPMENT MECHANIC		1	0	0	1
(6246) IT COORDINATOR		1	0	0	0
(6257) IT SPECIALIST II		0	1	0	0
(6328) FINANCIAL SERVICES SPEC I		1	4	4	4
(6330) CUSTOMER SERVICE REP III		2	1	1	2
(6331) PUBLIC WORKS MAINTENANCE I		5	5	5	5
(6333) STREET SWEEPER OPERATOR		1	1	1	1
(6334) DEPUTY CITY CLERK/ADMIN ASST		1	0	0	0

Collapse All	2017	2018	2019	2020	Change	
	FTE	FTE	FTE	FTE	from	Prior Year
(6335) PUBLIC WORKS MAINTENANCE II		1	1	1	1	0
(6337) CITY CLERK		1	0	0	1	1
(6339) WTP OPERATOR/MECHANIC		3	3	3	3	0
(6344) SR WTP OPERATOR		0	1	1	1	0
(6430) POLICE RECORDS CLERK		2	2	2	2	0
(6431) IT SPECIALIST I		2	0	1	1	0
(6434) ENGINEERING TECHNICIAN I		0	1	1	1	0
(6435) GOLF LEAD WORKER		1	1	1	1	0
(6437) ADMINISTRATIVE ANALYST		1	0	0	0	0
(6438) ELECTRIC UTILITY PROGRAM COORDINATOR		1	1	1	1	0
(6531) SEASONAL PROGRAM COORDINATOR		0	0	1	1	0
(6534) BUILDING INSPECTOR I		0	0	1	0	-1
(6535) BUILDINGS/FACILITIES LEAD WORKER		1	1	1	1	0
(6536) ENVIRONMENTAL LAB TECH I		1	0	1	2	1
(6537) BUYER II		0	0	1	1	0
(6637) IT SPECIALIST II		0	1	2	1	-1
(7803) PROJECT & GRANT ADMINISTRATOR		0.500	0.500	0.500	0.500	0
(7804) CUSTODIAN		1.600	1.600	1.600	1.600	0
(7805) CONFERENCE CENTER FACILITY ATTENDANT		0.800	0.800	1.600	1.600	0
(7806) AIRPORT ATTENDANT		1.440	1.440	1.440	1.480	0.040
(7807) AIRPORT GROUNDS/MAINT ASST		0.800	0.800	0.800	0.800	0
(7809) MUSEUM RECEPTIONIST		0.840	0.840	0.840	0.840	0
(7814) EVENT COORDINATOR		0.800	0.800	0	0	0
(7816) METER READER		0.800	0.800	0.800	0.800	0
(7818) COMMUNITY SERVICES ASST		0.800	0.800	0	0	0
(7819) EVENT & FACILITY ATTENDANT		0.800	0.800	0.800	0.800	0
(7830) ADMINISTRATIVE SECRETARY		0	0.800	0	0.800	0.800
(7901) COMMUNITY SERVICES ASST		0	0.240	0.190	1.480	1.290
(7902) SPORTS STAFF		3.760	0.750	1.730	1.750	0.020
(7903) DAY CAMP STAFF		1	3.460	3.460	2.800	-0.660
(7904) POOL STAFF		2	0	0	3.250	3.250
(7905) FACILITY ATTENDANT		0.710	4.190	2.910	0	-2.910
(7906) PUBLIC WORKS MAINT		0	0.480	0	0	0
(7907) WATER/SEWER ATTENDANT		0.480	0.480	0.480	0	-0.480
(7908) METER READER ON-CALL		0.480	0.480	0.480	0.480	0.000
(7909) ELECTRIC DESIGN SUPPORT		0.210	0.480	1	0	-1
(7910) WASTEWATER TREATMENT PLANT INTERN		0	0.240	0	0	0
(7912) PARKS SERVICE WORKER - SEASONAL		0.960	0.960	2	0.960	-1.040
(7919) VISITOR'S DESK RECEPTIONIST		0.500	0	0	0	0
(7922) ELECTRIC UTILITY TECH		1	0	0	0.480	0.480
(7928) FINANCE INTERN		0.500	0	2	0	-2
(7931) ELECTRIC UTILITY INTERN		0	0.960	0.670	0.960	0.290
(7936) PT CSO INTERN		0	0.680	0	0	0
(7937) POWER ENGINEER		0	0	0.500	0	-0.500
Total		201.020	207.590	220.300	221.840	0.540

Data filtered by FTE COUNT, Description pending and exported on July 17, 2019. Created with OpenGov

SUMMARY OF PERSONNEL CHANGES FY 2019/2020

FINANCE

Reclassify Management Analyst-Finance to Financial Services Manager
Reclassify Procurement Manager to Financial Services Manager
Reclassify 1 Information Technology II to Information Technology Network Specialist
Add Part-Time, Limited Term Assistant Finance Director
Add Controller

HUMAN RESOURCES/RISK MANAGEMENT

Reclassify Public Works/HR Administrative Secretary to Human Resources Technician

COMMUNITY SERVICES

Reclassify Conference Center Event Coordinator to Assistant Facility Administrator
Add Senior Sports Coordinator to the Sports Coordinator series

PUBLIC WORKS

Eliminate 1 Equipment Mechanic
Reinstate Lead Equipment Mechanic

WATER RESOURCES

Water Utilities/Mechanics Unit reorganization and salary adjustment

OTHER SIGNIFICANT CHANGES

Salary adjustment in Management Unit to bring equity amongst positions:
Management Analyst I
Associate Planner
Information Technology Administrator
Building Official
Wastewater Treatment Plant Supervisor
Water Treatment Plant Supervisor
Plant & Fleet Maintenance Supervisor



AGENDA SUMMARY REPORT

SUBJECT: Authorize City Manager to Negotiate and Execute an Agreement with the Ukiah Brewing Company for Concessions at the Ukiah Skate Park.

DEPARTMENT: Community Services

PREPARED BY: Jake Burgess

ATTACHMENTS:

[Attachment 1 - Ukiah Brewing Company Project Proposal](#)

[Attachment 2 - UBC Skate Park Concession Contract 2019](#)

Summary: City Council will consider authorizing the City Manager to negotiate and execute an agreement with the Ukiah Brewing Company for concessions operation at the Ukiah Skate Park.

Background: The Ukiah Skate Park was opened in 2010 and is an active park located at 1043 Low Gap Rd. The facility includes a concession area where the Recreation Department has previously provided a limited concessions operation. In May of this year, an RFP was released seeking proposals for concessions operations at the Skate Park, but no proposals were submitted. The Community Services Department then entered into discussions with the Ukiah Brewing Company about offering expanded food and drink service as well as facility improvements and special events at the Skate Park.

Discussion: Attachment #1 is the proposal from Ukiah Brewing Company, which outlines the concession services proposed, target markets, facility improvement plan, and other details. The proposal also mentions the

RECOMMENDED ACTION: Authorize City Manager to negotiate and execute the concessions agreement for the Ukiah Skate Park.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

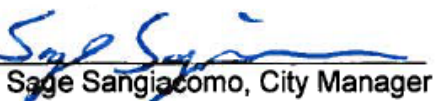
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager

Approved:


Sage Sangiacomo, City Manager

plan to hold a naming contest for the business, as the concessions will not be named "Ukiah Brewing Company" and beer sales will not be a part of daily operations. Alcohol sales may be allowed during special events held at the park in the future, providing the proper permits and licenses are obtained and appropriate safety and security measures are established. A successful relationship between the City and the Ukiah Brewing Company will enhance the services and facility as well as the experience of those using the Park.

The draft agreement (Attachment #2) defines the role of the Ukiah Brewing Company as the concession service provider and outlines terms such as responsibility to the facility, garbage, bathrooms, and so forth. The agreement also explains the role of the City as well as a variety of items such as maintenance to the concession facility, structural alterations, damage or destruction, code compliance, and the like. Under the proposed agreement, the City maintains ownership of the concession facility, and the Ukiah Brewing Company pays the City 5% of gross sales each year.

Staff is recommending City Council authorize the City Manager to negotiate and execute the concessions agreement for the Ukiah Skate Park.

1043 LOW GAP RD, UKIAH, CA 95482

Attachment #1

EXECUTIVE SUMMARY

Objective

To expand services at the skatepark providing concessions service.

Goals

With the expertise of chef and business owner, Taylor Pedersen, of the Ukiah Brewing Company, and Red Hill Station in San Francisco, the area to be developed is in front of the concession stand. The business would first create shaded seating in addition to tables and benches.

The aim is to capitalize and improve the elements of the skate park that work. It is a great gathering place for Ukiah's youth and others in the community to participate in healthy sports. With a well designed seating area we hope to generate a healthy lunch business.

Providing food and refreshments would enhance the skate park and the experience of the children and encourage parents to be more present. In addition to food the concession would carry all the necessary accessories and repair items for the target markets.

Target Markets:

Ukiah High School Students and Staff

Skater's and biker's parents

Visitors to Low Gap Park

Tennis Players

Disk Golf Players

Dog Walkers

Bikers and Joggers

County Offices Employees

Sheriff Staff

Menu Development:

(a work in progress)

Pizzas, garlic bread, soft pretzels, a selection of ice cream and soft serve, hot brownies, beverages, and a comprehensive lunch menu of simple "bowls":

Ahi Tuna Poke Salad Bowl

Vegan Deluxe Bowl (fresh corn and beans with a chopped cilantro salad and quinoa)

Thai Beef Salad Bowl

Acai Smoothie Bowl with sliced fruit

Chicken Caesar Salad Bowl

Assortment of Cold beverages, lemonade and iced tea

Launch Party - get a special permit, have Grime Time perform at a Labor Day Party, have DJ's, and everyone from the skating community out - promotion by Aarin G and the Brewing company

Hold a contest to name the business, obtain a logo and T-shirt design. By having the community participate in a naming and design contest we will generate a social media buzz, and give an amount of ownership to the community generating customer loyalty and awareness.

Petition the health department to remove the bars from the service window.

Install a security system

Install a music system

Banners and signage

Invite the bike clinic from the farmer's market to set up some days at the park

Maintain a strong online presence

Management

Taylor Pedersen has over 25 years in the Food and Beverage Industry. In addition to owning and operating the Ukiah Brewing Company, he is also the owner of Red Hill Station, a successfully operating restaurant in San Francisco. Opentable voted Red Hill Station onto their top 100 restaurants in America in 2015 .

Over the many years in the industry Taylor has developed expertise in every aspect of Food and Beverage Service, Hospitality, and event coordination. At Bimbo's 365 Club in San Francisco he coordinated weddings up to 500 people. He was Bar Manager at the Hotel Rex. He was captain server at Balthazar, NYC while attending The French Culinary Institute in Manhattan eventually working his way up to become chef di partie garde manger at Le Cirque, NYC. He moved on to a private chef position, eventually becoming estate manager to Annie Leibovitz. He cared for 6 buildings, 250 acres including a wheat and rye fields, a 6 acre pond and dam to the Hudson, and an heirloom tomato garden supplying to Hudson Valley restaurants.

AGREEMENT FOR UKIAH SKATE PARK CONCESSION SERVICES

THIS AGREEMENT made and entered on August __, 2019 ("Effective Date"), in Ukiah, California, by and between the City of Ukiah, a general law city ("City") and Taylor Pedersen DBA: Ukiah Brewing Company, a California for-profit corporation ("Contractor").

RECTIALS:

1. The City owns the Ukiah Skate Park, a public recreation facility with a Concession Building for food and beverage service, and surrounding grounds located at 1043 Low Gap Road., Ukiah, CA.
2. It is the desire of the City to contract for Concession Services at the Ukiah Skate Park.

AGREEMENT:

In consideration of the above-recited facts and the terms and conditions as set forth below, the parties agree as follows.

1. TERM.

a. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for five (5) years beginning with the 2019 season. The term of this Agreement may be extended for one (1) additional period of five (5) years upon the mutual written consent of both the Ukiah Brewing Company and the City Manager.

2. CONCESSION LICENSE.

City hereby grants to Contractor a license for the use of the Concession Building for the term of this Agreement. The license to use the Concession Building shall coincide with the term of this Agreement, and shall terminate when this Agreement terminates. The Concession Building includes all existing fixtures, equipment and storage shall be available to the Contractor. It shall be the Contractor's responsibility for equipment maintenance and to replace any damaged equipment at the Contractor's expense. Contractor shall use the Concession Building only for the management and operation of the Ukiah Skate Park, and for no other purpose.

3. INDEPENDENT CONTRACTOR.

The CONTRACTOR'S relationship to the City in the performance of this Agreement is that of an independent contractor. The personnel performing services under this Agreement shall at all times be under the Contractor's control and exclusive direction, and shall be employees of the Contractor, and not employees of the City, and shall not be entitled to the benefits provided by the City to its employees, including but not limited to pension plans, health insurance and unemployment insurance.

4 . OBLIGATIONS OF CONTRACTOR.

a. Contractor shall manage and operate Ukiah Skate Park Concession:

- Manage all Concession Building operations including collection and accounting of all revenues, and selecting and acquiring concessions to adequately to respond to demand.
- Prepare and submit an annual statement for the operation which details the gross receipts derived from all sales at the Concession Building.
- Provide food and beverage concessions of sufficient quality and variety to meet customer demand.
- Contractor is fully responsible for the clean-up of their own trash and the disposing of garbage. The City of Ukiah will provide trash receptacles. The contractor is responsible for moving the receptacles to the parking lot for emptying when they are full. The contractor will dispose of their own recycling as well
- Contractor shall be responsible for closing bathrooms and locking gates at the end of each night of operation.
- Maintain appropriate insurance for protection against fire, theft, accident and general liability. Contractor's insurance shall name the City of Ukiah as additionally insured on all policies for the Concession Building.
- Enforcement of all rules and regulations which are adopted by the City Council. Rules and regulations so long as they remain in effect shall be deemed to be incorporated herein and by reference made a part of this Agreement.
- The City will provide paper towels and toilet paper for the bathrooms and is responsible for keeping the bathrooms stocked with these items. The Contractor agrees to clean and stock the bathrooms when in Concessions is in operation and during special events. The City will maintain the bathrooms during events and rentals in which the Contractor is not open.

b. Contractor Employees Contractor shall retain at all times on the premises during hours of operation an employee of Contractor that is authorized to represent and act for Contractor in matters pertaining to the exercise of the requirements hereby stated and to the performance of the duties and obligations required in this agreement. Employees of the Contractor who have contact with the public shall be clean, courteous and neat in appearance and demeanor at all times. Contractor shall at all times have sufficient personnel at the premises to provide a level of service customary in the industry.

5. SHARED REVENUE BY THE CONTRACTOR.

a. Definition of Gross Revenue The term "Gross Revenue" as used in this Agreement shall mean the gross selling price of all products and services sold in or from the Concession Building by Contractor, its employees, sub-contractors or agents, whether for cash or on credit, without

exclusion, except as specifically excluded by this subsection or as otherwise agreed to in writing by City. Gross Revenue shall include the value of all products or services given away or traded.

b. Amount of Payments The Contractor shall pay to City the following percentage of Gross Revenue as defined above:

Five percent (5%) of Gross Revenue (No deductions)

6. RECEIPT OF REVENUE AND PAYMENT.

a. Register of Receipts An annual statement must be provided by the Contractor that details the gross receipts derived from all sales at the Concession Building no later than January 15th of each year.

b. Payment to the City of Ukiah The Contractor shall pay the fee due to the City of Ukiah on an annual basis. The fee must be accompanied by documentation verifying the payments due to the City.

7. ACCOUNTING AND FINANCIAL STATEMENTS.

a. Financial Record Keeping. Contractor shall install and maintain a system of cash management, records and accounts, in a form approved by the City, which complies with Generally Accepted Accounting Principals ("GAPP"), consistently applied, from which the amounts of fees, gross revenues from all sources, and other financial data necessary to fulfill the requirements of this Agreement readily can be ascertained. Contractor shall permit City, through its designated representatives, to inspect and audit such accounts and all other records of Contractor at any time upon demand.

b. Accounting. Contractor shall keep true and accurate books and records in accordance with GAPP, consistently applied, and which are subject to audit in accordance with GAPP, showing all transactions related to the operations covered by this Agreement.

c. Financial Statements. The City may require complete financial statements for the operations covered by this Agreement satisfactory in form to the City, prepared by a Certified Public Accountant with an unqualified opinion annexed thereto including, but not limited to:

- Comparative balance sheets if available;
- Comparative operating statements if available;
- Changes in investment in property and equipment;
- Changes in Contractor's equity.

Such financial statements shall be submitted to the City within ninety (90) days following the last day of the Fiscal Year covered by the City's request, and shall include a written statement directed to the City prepared by the Certified Public Accountant that the payments to the City of the year covered by the City's request have been made within the terms and conditions of this Agreement. City agrees that said financial statements shall be submitted on a confidential basis and shall not be disclosed to third parties unless required by statute or regulation.

8. HAZARDOUS MATERIALS.

a. Definition As used herein, the term "Hazardous Material" shall mean any waste, material or substance (whether in the form of a liquid, a solid, or a gas and whether or not air-borne), which is or is deemed to be a pollutant or a contaminant, or which is or is deemed to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or which presents a risk, to public health or to the environment, or which is or may become regulated by or under the authority of any applicable local, state or federal laws, judgments, ordinances, orders, rules, regulations, codes or other governmental restrictions, guidelines or requirements, or any amendments or successor(s) thereto.

b. Hold Harmless Contractor and City shall indemnify, defend and hold harmless the other party and its officers, officials, employees and agents with respect to all losses arising out of or resulting from the release of any Hazardous Material in or about the Concession Building, or the violation of any law enacted for the protection of the environment or regulating Hazardous Material, by that party or that party's agents, contractors, or invitees. This indemnification includes all losses, liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), damages (including consequential and punitive damages), and costs (including attorney, consultant, and expert fees and expenses) resulting from the release or violation. This indemnification shall survive the expiration or termination of this Agreement.

c. Allowable Materials Contractor shall not use or bring into the Concession Building any Hazardous Material other than Hazardous Materials commonly used on equipment or household hazardous materials commonly used in connection with cleaning. Contractor shall use, store and dispose of all such Hazardous Material in strict compliance with all applicable statutes, ordinances and regulations in effect during the term of this Agreement.

9. TAXES.

a. Definition. As used in this Agreement, the term "Taxes" shall include any form of tax or assessment, possessory interest tax, license fee, license tax, tax or excise on rent, or any other levy, charge, expense or imposition (individually and collectively "impositions") imposed by any Federal, State, County or City, on any interest of Contractor in the Concession Building, its improvements, fixtures, inventory, or any other aspect of its business.

b. Payment of Taxes by Contractor. Contractor shall pay all taxes attributable to the Concession Building when due and payable. Pursuant to Section 107.6 of the Revenue and Taxation Code, City hereby advises, and Contractor recognizes and understands, that this Agreement may create a possessory interest subject to property taxation and that the Contractor may be subject to the payment of property taxes levied on such interest. Contractor shall pay taxes directly to the Assessor on or before the date such taxes are due and payable.

10. INSURANCE.

Contractor shall at all times during the term hereof, produce and continue in force Comprehensive General Liability Insurance, which includes coverage for liquor liability, Workers' Compensation and Employer's Liability Insurance in accordance with Exhibit "B" of this agreement. City may require increases in all of Contractor's insurance policy limits for all insurance to be carried by Contractor as set forth in this Article, if such increases are commercially reasonable.

11. WAIVER OF SUBROGATION.

Contractor and City hereby waive and release any and all right of recovery against the other, including employees and agents, arising during the Term for any and all loss or damage to any property located within or constituting a part of the building in which the Concession Stand is located, including loss of rental income, which loss or damage arises from the perils covered by Fire and Extended Coverage Policy to the extent such loss or damage is not within a deductible and is actually paid under the policy. This mutual waiver is in addition to any other waiver or release contained in this Agreement. City and Contractor shall each have their insurance policies issued in such form as to waive any right of subrogation which might otherwise exist.

12. INDEMNITY.

Contractor shall indemnify, defend, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature occurring at the Concession Building or arising out of or in any way connected with Contractor's operations under this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of City. Contractor shall promptly notify City of any death, serious injury or substantial property damage occurring on or about the Concession Building.

13. UTILITIES.

Contractor shall pay one hundred percent (100%) of the utilities, including electric, gas, for the Concession Building. The City shall not be liable in damages for any failure or interruption of any utility or service, unless caused by an act or failure to act by City. No failure or interruption of any utility or service, unless caused by City, shall entitle Contractor to terminate this Agreement.

14. REPAIRS AND MAINTENANCE.

a. Contractor's Duties. Contractor shall, during the term of this Agreement (except for normal wear and tear, damage by casualty or condemnation, and that caused by City) maintain and keep in good order, condition, and repair the interior nonstructural portions of the Concession Building, including all improvements constructed by Contractor therein, including, but not limited to, the following: the interior surface of exterior walls; all windows, doors, door frames, and door closures; all plate glass, storefronts and showcases; all carpeting and other floor covering; and all interior plumbing, doors, door locks, display windows, window casements, light bulbs, installed therein. Contractor shall as necessary, or when required by governmental authority, make modifications or replacements of the foregoing. The parties acknowledge that the premises are public property which the City has a responsibility to ensure are used in a manner which effectively serves the Ukiah Brewing Company. Accordingly, the City has a greater interest than most owners in ensuring the quality of the maintenance and operation of the premises. At all times, Contractor shall maintain and operate the Concession Building in a first-class manner, and furnish and maintain a standard of service at least equal to the better class of similar businesses during the entire term of this agreement. Contractor shall keep all fixtures, furnishings and equipment within those portions of the facility occupied by Contractor clean, neat, safe, sanitary, in good order and in first-class condition and repair at all times. Contractor shall maintain and operate the Concession Building in accordance with the highest commercial standards of cleanliness and shall keep the Concession Building clean and free from rubbish. Any repair work must be done according to the manufactures guidelines. The City will not reimburse the Contractor for any maintenance costs.

b. City Duties. City shall, at its sole cost and expense, maintain, repair and replace the following: the foundation, roof, roofing, building exteriors, and structural portions of the Concession Building. City shall repair any damage or defects caused by the negligence of City, its agents or contractors, or by any previous City work done improperly. Contractor shall give City notice of such repairs as may be required under the terms of this Article, and City shall proceed forthwith to effect the same with reasonable diligence, but in no event later than thirty (30) days after having received notice. If the time required to make the repairs exceeds thirty (30) days, the City shall commence the repairs within that time and exercise due diligence to complete them in a reasonable time.

c. Right of Entry. The License granted to Contractor does not restrict the City and its authorized officers, employees or contractors from entering the Concession Building at any time for any legitimate municipal purpose, including, but not limited, to inspection, repair, maintenance or emergency response. City shall exercise due care when entering the Concession Building to avoid harm to or loss of trade fixtures, inventory, equipment or other personal property owned by Contractor which is located within the Concession Building.

15. ALTERATIONS.

a. Prior Consent. Contractor shall not, without City's prior written consent, make any structural alterations, improvements, or additions of a structural nature, or exterior design modifications in, or install any exterior signs, decoration or painting, or build any fences, or install any radio or television antennae, loud speakers, sound amplifiers or similar devices on the roof or exterior of the Concession Building, or make any changes to the exterior of the Concession Building or any of the surrounding areas (hereinafter "Alterations") without City's prior written consent.

b. Proposal for Improvements. Any Alterations shall be presented to City in written form for conceptual approval. If conceptually approved, Contractor shall submit proposed detailed plans. City shall respond to any such submission promptly within thirty (30) working days after receipt. If City fails to respond within such thirty-day period, Contractor may give City ten (10) days written notice of its intention to proceed with the proposed Alteration. If City fails to respond within such ten-day period, City shall be deemed to have given its consent to the proposed Alteration. If City shall give its consent, the consent shall be deemed conditioned upon Contractor acquiring a permit to do the work from appropriate governmental agencies, the furnishing of a copy thereof to City prior to the commencement of the work and the compliance by Contractor of all conditions of said permit in a prompt and expeditious manner.

c. Quality of Work All work with respect to alterations must be done in a good and professional manner and diligently prosecuted to completion to the end that the improvements on the Concession Building shall at all times be a completed unit except during the period of work. Any such Alterations shall be performed and done strictly in accordance with the laws and ordinances relating thereto. Contractor shall have the work performed in such a manner so as not to unreasonably obstruct the access of any other Contractor in the Building.

16. MECHANICS LIENS.

a. Responsibility for Payment Contractor hereby agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the Concession Building, and it will keep the Concession Building free and clear of all mechanics' liens on account of work done by

Contractor or persons claiming under it.

b. Security If Contractor shall desire to contest any claim of lien, it shall furnish City adequate security pursuant to Section 3143 and such other applicable provisions of the California Civil Code, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount as is necessary to release the lien, or provide City with evidence that enforcement of the lien is stayed. If a final judgment establishing the validity or existence of a lien for any amount is entered, Contractor shall pay and satisfy the same at once.

c. In Case of Default If Contractor shall be in default in paying any charge for which a mechanics' lien claim and suit to foreclose the lien have been filed, and shall not have given City security to protect the Concession Building and City against such claims of Lien, then City may, but shall not be obligated to, pay the said claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from Contractor to City, and Contractor agrees to and shall pay the same with interest at the legal rate.

d. Notice of Lien Should any claims of lien be filed against the Concession Building or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

17. DAMAGE AND DESTRUCTION.

In the event of the partial or total damage or destruction of the building of which the Concession Building is a part during the Term or any extensions thereof, from any cause, City shall, to the extent of the proceeds available to City, forthwith repair and reconstruct said building to substantially the same condition which said building was in immediately prior to such damage or destruction, provided such repairs or reconstruction can be made under then existing laws and regulations. Notwithstanding anything to the contrary, in the event the Concession Building is (1) partially or totally damaged or destroyed by a cause or casualty other than those covered by said insurance and the City does not elect to repair such damage at its sole cost, or (2) the Concession Building is partially or totally damaged or destroyed by any cause at any time during the last two (2) years of the Term hereof (including any Option Terms, if exercised), or (3) in the event the building in which the Concession Building is situated is damaged or destroyed by any cause or casualty to the extent that more than thirty-three percent (33%) of the replacement cost thereof at the time of such damage or destruction is uninsured, then either party may elect to terminate this Agreement by giving notice of such termination within ninety (90) days after the occurrence of such damage or destruction; provided that, with respect to the occurrence of an event specified above, if either party elects to terminate this Agreement, the other party shall have thirty (30) days after receipt of such notice of termination to notify the other of its election to repair and rebuild the buildings and other improvements so damaged or destroyed at its cost and expense in which event this Agreement shall not be terminated, such repairs and rebuilding to be performed as soon as reasonably possible.

If there is a partial destruction of the Concession Building building but the Contractor can reasonably continue to operate the Concession Building, notwithstanding such destruction and prior to the repair of such damage, the Contractor may continue to perform under this Agreement.

18. CONTRACTOR DEFAULTS.

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Contractor:

a. Material default and breach:

(1) Any failure by Contractor to make any payment to City required hereunder as and when due where such failure continues for ten (10) days after receiving written notice from City of such failure.

(2) A failure by Contractor to observe and perform any other provisions of this Agreement to be observed or performed by Contractor, where such failure continues for thirty (30) days after written notice thereof by City to Contractor; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Contractor shall not be deemed to be in default if Contractor shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(3) Repeated violations of the same provision of this agreement for an unreasonable number of times. Contractor shall be deemed to have committed a repeated violation for an unreasonable number of times if Contractor fails to perform the same provision more than three times over the course of this agreement and each time City gives Contractor notice of such violation, even if Contractor subsequently cures the violation.

(4) The making by Contractor of any general assignment for the benefit of creditors; the filing by or against Contractor of a petition to have Contractor adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Contractor, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Contractor's assets located at the Concession Building, or of Contractor's interest in this Agreement, where possession is not restored to Contractor within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Contractor's assets located at the Concession Building or of Contractor's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

b. In the event of any such default by Contractor, then in addition to any other remedies available to City at law or in equity, City shall have the immediate option to terminate this Agreement and all rights of Contractor hereunder by giving written notice of such intention to terminate. If City so terminates this agreement, then in addition to any other remedies available to City at law or in equity, Contractor shall pay City's reasonable costs in providing interim operations and in obtaining a new operator of the Concession Building.

c. In the event of any such default by Contractor, City shall also have the right, with or without terminating this Agreement, to terminate Contractor's license to use the Concession Building and the City may take exclusive possession of the subject premises, including all improvements, equipment and inventory thereon, remove all persons and property therefrom by summary proceedings or otherwise; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Contractor.

19. CITY DEFAULTS

If City should be in default in the performance of any of its obligations under this Agreement, which default continues for a period of more than thirty (30) days after receipt of written notice from Contractor specifying such default, or if such default is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (provided City must have undertaken procedures to cure the default within such thirty (30) day period and diligently pursue such efforts to cure to completion), Contractor may, in addition to availing itself of any other remedies

available at law and in equity, at its option, upon written notice, terminate this Agreement.

20. SURRENDER OF PREMISES.

Upon expiration or termination of this Agreement, Contractor shall quit and surrender the Concession Building with all the improvements thereon in as good state and condition as the same were when Contractor commenced the use thereof pursuant to this Agreement, reasonable wear and tear excepted. Upon expiration or termination of this Agreement, Contractor agrees, unless otherwise permitted in writing by City, to remove all personal property belonging to Contractor. Contractor shall, at its own expense, repair all damage to the Concession Building including, but not limited to, any damages caused by the removal of its personal property. All improvements shall remain the property of the City and shall not be removed by Contractor. All personal property belonging to the City or purchased with City funds shall remain the property of the City and shall not be removed by Contractor.

21. SUBORDINATION.

Contractor shall, upon City's request, subordinate this Agreement in the future to any first lien placed by City upon the Concession Building or building of which the Concession Building forms a part with an insurance company, bank or any other institutional lender, provided that such lender executes a nondisturbance agreement providing that if Contractor is not then in default under this Agreement, this Agreement shall not terminate as a result of the foreclosure of such lien, or conveyance in lieu thereof, Contractor's rights under this Agreement shall continue in full force and effect and its possession be undisturbed except in accordance with the provisions of this Agreement.

22. ASSIGNMENT.

Contractor acknowledges that City has entered into this Agreement based upon the unique qualifications of Contractor. Accordingly, Contractor shall not assign this Agreement, sublet the Concession Building, enter into franchise, license or concession agreements with respect thereto or otherwise transfer this Agreement or any interest, right or obligation therein (collectively "Assignment" or "Assign") without first procuring the written consent of City. Moreover, Contractor shall not permit a Change of Control of Contractor without the prior written consent of City. "Change of Control" means that anyone other than Staci McGrew and Donald Delahoyde acquire 10% or more of the stock of the Contractor or anyone other than Staci McGrew and Donald Delahoyde acquire a controlling interest in the Contractor by any means.

Notwithstanding anything contained herein to the contrary, City may assign, in whole or in part, City's interest this Agreement, and may sell all or part of the Building. In the event of any sale or exchange of the Concession Stand by City and/or an assignment by City of this Agreement, City shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence or omission relating to the Concession Building or to this Agreement occurring after the consummation of such sale or exchange and/or assignment, provided such purchaser or exchange has assumed City's obligations under this Agreement.

23. NOTICES.

Whenever notice, payment or other communication is required or permitted under this Agreement, it shall be deemed to have been given when personally delivered or deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

CONTRACTOR

THE UKIAH BREWING COMPANY
Taylor Pederson
102 S. State St.
Ukiah, CA. 95482

CITY

City of Ukiah
C/o City Manager
Ukiah Civic Center
300 Seminary Ave.
Ukiah, CA. 95482

Either party may change the address to which notices must be sent by providing notice of that change as provided in this paragraph.

24. WAIVER OF BREACH.

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

25. RELATIONSHIP OF PARTIES.

Nothing herein contained, either in the method of computing rent or otherwise, shall create between the parties hereto, or be relied upon by others as creating, any relationship of partnership, association, joint venture, employer/employee or otherwise. The sole relationship of the parties hereto shall be that of an independent contractor.

26. LAWS OF CALIFORNIA.

The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Ukiah, Mendocino County.

27. INTEGRATION OF REPRESENTATIVES.

It is understood that there are no oral agreements or representations between City and Contractor which affect this agreement. This agreement supercedes and cancels any and all previous agreements, negotiations, arrangements, advertisements, or representations and understandings between the City and Contractor or displayed to Contractor by city with respect to the Concession Building operation. There are no other representations or warranties between the parties.

28. TITLES.

The titles of Articles and sections herein are for convenience only and do not in any way define, limit or construe the contents thereof.

29. VOID PROVISIONS.

If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, only one of which would render the provision valid, then the provision shall be the meaning which renders it valid.

30. FORCE MAJEURE.

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or other materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform any term, covenant or condition of this Agreement, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage except the obligations imposed with regard to rental and other charges to be paid by Contractor pursuant to this Agreement.

31. TIME IS OF THE ESSENCE.

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

32. COMPLIANCE WITH GOVERNMENT REGULATIONS.

Contractor shall promptly comply with all Fire Code, Building Code and State Fire Marshal requirements and make necessary corrections in a timely manner. Contractor shall include Fire Safety as part of the training program for new employees, especially managers. In addition, Contractor shall promptly comply with all laws, ordinances, orders, and regulations promulgated by any governmental agency and affecting the Concession Building and their cleanliness, safety, occupation and use. Failure to comply which results in three or more citations for any one condition in any twelve-month period from any governmental or regulatory agency or body will be deemed to be cause for termination of this agreement without opportunity to cure such default. Contractor shall not perform any acts or carry on any practices that may damage the facilities and improvements located upon the Golf Course or Pro Shop or that may be a nuisance or menace to customers.

33. INSPECTIONS.

City or its duly authorized representatives, or agents and other persons for it, may enter upon the Concession Building at any and all reasonable times during the term of this agreement for the purpose of determining whether or not Contractor is complying with the terms and conditions hereof or for any other purpose incidental to right of City

34. AUTHORITY.

Contractor shall have no authority to bind and shall not attempt to bind, City to any contracts or other obligations of any nature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Ukiah:

Attest:

City Manager

City Clerk

Approved As To Form:

Contractor:

By: _____

City Attorney

Its: _____

DRAFT



AGENDA SUMMARY REPORT

SUBJECT: Approve a Budget Amendment to Fund the Reimbursement Expense of a Joint Study Between the City of Ukiah, and the Cities of Willits and Fort Bragg, for Professional Services Regarding Property Tax Distribution for this Fiscal Year Not to Exceed \$6,700.

DEPARTMENT: Administration

PREPARED BY: Maya Simerson

ATTACHMENTS:

None

Summary: The City of Ukiah is sharing the expense of a joint study regarding property tax distribution with the Cities of Willits and Fort Bragg on, and is acting as the fiscal agent for the agreement that could incur reimbursable expenses in the amount of up to \$6,700 for Fiscal Year 2019-20.

Background: Property tax is an important component of municipal revenue. In order to effectively track and project that revenue, Ukiah, Fort Bragg, and Willits are seeking to partner on a joint study. The joint study will provide analysis and guidance on property tax related items for our agencies.

Discussion: The contractor selected to perform the study is a State-wide expert and contracts with over 225 other public agencies for similar services. The cost of the study will be shared equally between the three cities,

RECOMMENDED ACTION: Approve a budget amendment to fund the reimbursement expense of a joint study between the City of Ukiah, and the Cities of Willits and Fort Bragg, for professional services regarding property tax distribution for this fiscal year not to exceed \$6,700.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10012200.52100 \$22,500

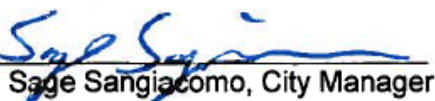
PROPOSED BUDGET AMOUNT: 10012200.52100 \$29,200; 10012200.44830, \$6,700

FINANCING SOURCE: Use of reserves with no fiscal impact.

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager & Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

with the City of Ukiah acting as the fiscal agent.

While this is a pass-through expense, a budget amendment is needed to increase the amount in the Administrative Support-Contracted Services budget. There will be no impact to the budget projections, as the expenses will be reimbursed.



AGENDA SUMMARY REPORT

SUBJECT: Approval of Plans and Specifications for the 2019 Slurry Seal of Local Streets and Authorize Staff to Issue Bids for Specifications No. 19-10.

DEPARTMENT: Public Works

PREPARED BY: Daniel Flores

ATTACHMENTS:

[Attachment 1 - Plans 19-10 - 2019 SLURRY SEAL OF LOCAL STREETS](#)

[Attachment 2 - Specs 19-10 - 2019 SLURRY SEAL OF LOCAL STREETS](#)

Summary: Staff is requesting Council's approval of Plans and Specification No. 19-10 for the 2019 Slurry Seal of Local Streets.

Background: Per section 22039 of the Public Contracts Code, staff is requesting Council's approval of plans and specifications number 19-10 for the Slurry Seal of Local Streets. The engineer's estimate, for construction contract items only, for this project is \$242,854.70. Please refer to Attachment 1, Plans 19-10 - 2019 Slurry Seal of Local Streets, and Attachment 2, Specifications 19-10 - 2019 Slurry Seal of Local Streets.

Discussion: The proposed project will rehabilitate pavement with slurry seal of various local Ukiah streets, areas at the Ukiah Regional Airport, and the Anton Stadium parking lot, as listed in the plans and specifications

RECOMMENDED ACTION: Approve Plans and Specifications for the 2019 Slurry Seal of Local Streets and Authorize Staff to Issue Bids for Specifications No. 19-10.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 12024200.80230.18151: \$300,000, Airport 77725200.56600.18151: \$30,000, Anton Stadium 10022100.52100.18151: \$15,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

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

Approved: _____


Sage Sangiacomo, City Manager

No. 19-10. The funding sources for this project are broken out by the different funds and departments receiving the benefit. The majority of the project is being funded by Measure Y (Fund 120) for the Ukiah streets portion. The plans and specifications for the project are available for City Council and public review at the Ukiah Civic Center Engineering Department, 300 Seminary Avenue, Ukiah, California. In addition, the plans and specifications have been posted to the City's website for review.

SLURRY SEAL OF LOCAL STREETS
SPECIFICATION NUMBER 19-10
VARIOUS LOCATIONS WITHIN
UKIAH, CALIFORNIA
JUNE 2019

AREA 1: AIRPORT



AREA 2: AIRPORT



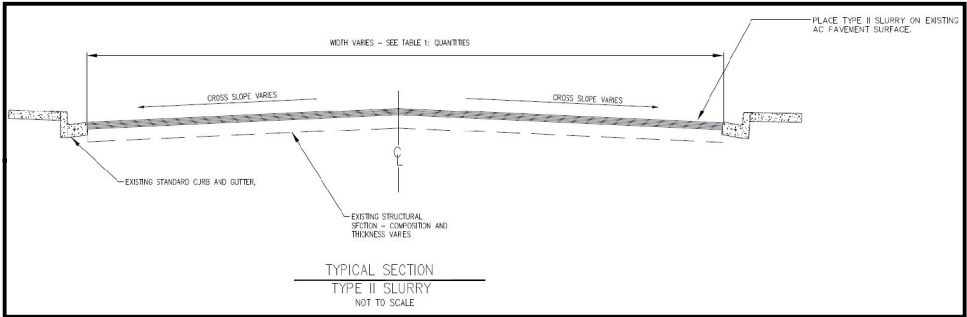
AREA 3: AIRPORT



AREA 4: ANTON STADIUM



 **Slurry Seal Area**



CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

TABLES

SPECIFICATION NUMBER: 19-10		DRAWING NUMBER:
S:\Public Works\PROJECTS\Public Works\2019\Spec No 19-10 Slurry Seal Local Streets		2 OF 4

SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 19-10

VARIOUS LOCATIONS WITHIN

UKIAH, CALIFORNIA

JUNE 2019

TABLE 1: QUANTITIES

STREET SECTIONS						QUANTITIES				PAVEMENT MARKERS			PAVEMENT MARKINGS					
STREET NAME	FROM	TO	FIELD LENGTH (FT)	VARIABLE WIDTH (FT)	SLURRY SEAL AREA (SY)	MH (EA)	VALVE / MON. / SCO (EA)	UTILITY BOX	AIRPLANE TIE ROD	REFLECTIVE MARKERS (EA)		NON-REFLECTIVE MARKERS (EA)	NO PARKING	BIKE LANE (EA)	STOP MARKING (EA.)	SCHOOL XING	ADA PARKING STALL	PARKING STALL
										BLUE	YELLOW	YELLOW						
AREA 1: AIRPORT					876	-	0	-	-	1	-	-	-	-	-	-	-	-
AREA 2: AIRPORT					5505	1	2	2	7	-	-	-	-	-	-	-	-	-
AREA 3: AIRPORT					4197	-	3	1	-	-	27	-	-	-	-	-	-	-
AREA 4: ANTON STADIUM					5640	1	2	-	-	-	-	-	11	-	-	-	6	98
BETTY STREET	MCPEAK ST	OAK PARK AVE	273	20	607	1	4	-	-	1	-	-	-	-	-	-	-	-
BUSH STREET	S/SIDE LOW GAP ROAD	N/SIDE GROVE AVE.	2,089	45	10,445	11	18	-	-	7	-	-	-	6	4	2	-	-
CHURCH STREET (EAST)	E/SIDE STATE ST.	W/SIDE MAIN ST.	210	27	630	-	1	-	-	-	-	-	-	-	1	-	-	12
CHURCH STREET (WEST)	E/SIDE SCHOOL ST.	W/SIDE STATE ST.	210	21	490	1	2	-	-	1	-	-	-	-	1	-	-	8
CHURCH STREET (WEST)	E/SIDE DORA ST.	E/SIDE SCHOOL ST.	1,021	20	2,269	3	15	-	-	1	-	-	-	-	2	-	-	8
CLEVELAND LANE	170 FT. E/MAIN ST.	END	350	30	1,167	-	8	-	-	1	-	-	-	-	-	-	-	-
CLEVELAND LANE	E/SIDE MAIN ST.	170 FT E/MAIN ST.	170	35	661	1	6	-	-	2	-	-	-	-	1	-	-	-
CYPRESS AVENUE	E/SIDE BUSH ST.	E/SIDE PINE ST.	310	37	1,274	1	4	-	-	1	-	-	-	-	1	-	-	-
DONNER COURT	E/SIDE HOMEWOOD DR.	END OF COURT	377	35	1,466	1	4	-	-	1	-	-	-	-	1	-	-	-
ELM COURT	NW/SIDE ELM ST.	END OF COURT	65	35	253	-	2	-	-	-	-	-	-	-	-	-	-	-
ELM STREET	S/SIDE MAGNOLIA ST.	N/SIDE LOW GAP RD	1,172	33	4,297	3	7	-	-	1	-	-	-	-	2	-	-	-
HENRY STREET	E/SIDE OAK ST.	W/SIDE STATE ST. MINUS SCHOOL	440	24	1,173	0	2	-	-	1	-	-	-	-	2	-	-	-
HIGHLAND AVENUE (SOUTH)	HIGHLAND CT.	S/SIDE CLAY ST.	1,350	22	3,300	2	7	-	-	2	84	534	-	-	2	-	-	-
HILLCREST AVENUE	E/SIDE MENDOCINO DR.	W/SIDE GARDENS AVE	800	38	3,378	2	1	-	-	-	-	-	-	-	-	-	-	-
N. HIGHLAND AVENUE	S/SIDE PERKINS ST.	N/SIDE CLAY ST.	720	34	2,720	4	8	-	-	2	-	-	-	-	1	-	-	-
NORTON STREET	W/SIDE MASON ST.	E/SIDE STATE ST.	745	36	2,980	4	3	-	-	2	-	-	-	-	1	-	-	-
OLGA COURT	CLEVELAND LANE	END OF COURT	516	26	1,491	-	2	-	-	-	-	-	-	-	1	-	-	-
PARK BLVD	TODD RD.	WALNUT AVE.	680	26	1,964	3	5	-	-	1	-	-	-	-	1	-	-	-
PARK WEST BLVD	PARK BLVD	END (GATE)	1,123	23	2,870	2	6	-	-	2	-	-	-	-	1	-	-	-
PERKINS STREET (WEST)	E/SIDE DORA ST.	W/SIDE SCHOOL ST.	1,060	24	2,827	2	10	-	-	1	-	-	-	-	2	-	-	9
RANEE LANE	N/SIDE BEACON LANE	DEAD END	351	28	1,092	1	1	-	-	1	-	-	-	-	-	-	-	-
SMITH STREET (WEST)	E/SIDE SCHOOL ST.	W/SIDE STATE ST.	210	24	560	-	4	-	-	1	-	-	-	-	1	-	-	6
SPRING STREET	S/SIDE GROVE	N/SIDE WALNUT	330	33	1,210	-	2	-	-	-	-	-	-	-	2	-	-	-
SPRING STREET	N/SIDE W.PERKINS ST.	N/SIDE WALNUT	1,312	54	7,872	4	20	-	-	2	-	-	-	-	-	-	-	-
STANDLEY STREET (WESTT	E/SIDE N. PINE ST.	W/SIDE STATE ST.	813	36	3,252	5	7	-	-	-	-	-	-	-	2	-	-	22
STEPHENSON STREET (EAST)	E/SIDE STATE ST.	W/SIDE MAIN ST.	210	28	653	-	1	-	-	1	-	-	-	-	2	-	-	7
STEPHENSON STREET (WEST)	E/SIDE SPRING ST.	W/SIDE DORA ST. MINUS HORTENSE	447	21	1,043	1	0	-	-	2	-	-	-	-	2	-	-	-
STEPHENSON STREET (WEST)	E/SIDE DORA ST.	W/SIDE OAK ST.	761	22	1,860	1	2	-	-	1	-	-	-	-	1	-	-	-
WABASH AVENUE	DOOLAN CREEK NEAR LAUREL	W/SIDE DORA	640	36	2,560	2	4	-	-	1	-	-	-	1	1	1	-	-
CHERRY STREET	E/SIDE STATE ST.	END	1,120	42	5,227	3	9	-	-	2	-	-	-	-	1	-	-	-
TOTAL					87,809	60	172	3	7	39	111	534	11	7	36	3	6	170

CONTRACTOR IS RESPONSIBLE FOR REPLACING EXISTING ADA HATCHED ACCESS AISLES NEAR ADA PARKING SPACES.

CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

TABLES

SPECIFICATION NUMBER: 19-10

DRAWING NUMBER:

S:\Public Works\PROJECTS\Public Works\2019\Spec No 19-10 Slurry Seal Local Streets3 OF 4

SLURRY SEAL OF LOCAL STREETS
SPECIFICATION NUMBER 19-10
VARIOUS LOCATIONS WITHIN
UKIAH, CALIFORNIA
JUNE 2019

TABLE 2: QUANTITIES

STREET SECTIONS						TRAFFIC STRIPING							THERMOPLASTIC PAVEMENT MARKINGS				
STREET NAME	FROM	TO	FIELD LENGTH (FT)	VARIABLE WIDTH (FT)	SLURRY SEAL AREA (SY)	SOLID 4" (LF)	SOLID 8" (LF)	SOLID DOUBLE 4" (LF)	BROKEN 4" (LF)	BROKEN 4" (LF)	BIKE LANE 4" (LF)	BIKE LANE 6" (LF)	CROSSWALK (LF)	CROSSWALK (LF)	DIRECTIONAL ARROW	STOP BAR (LF)	LADDER XWALK (SF)
						YELLOW	WHITE	YELLOW	WHITE	YELLOW	WHITE	WHITE	WHITE	YELLOW	WHITE	WHITE	YELLOW
AREA 1: AIRPORT					876	-	-	-	-	-	-	-	-	-	-	-	-
AREA 2: AIRPORT					5505	-	-	-	-	-	-	-	-	-	-	14	-
AREA 3: AIRPORT					4197	-	-	500	-	-	-	-	-	-	-	-	-
AREA 4: ANTON STADIUM					5640	-	-	-	-	-	-	-	-	-	6	-	-
BETTY STREET	MCPEAK ST	OAK PARK AVE	273	20	607	-	-	-	-	-	-	-	-	-	-	-	-
BUSH STREET	S/SIDE LOW GAP ROAD	N/SIDE GROVE AVE.	2,089	45	10,445	52	85	219	-	1649	3752	3752	-	180	1	-	672
CHURCH STREET (EAST)	E/SIDE STATE ST.	W/SIDE MAIN ST.	210	27	630	-	-	-	-	-	-	-	108	-	1	-	-
CHURCH STREET (WEST)	E/SIDE SCHOOL ST.	W/SIDE STATE ST.	210	21	490	-	-	-	-	-	-	-	84	-	-	-	-
CHURCH STREET (WEST)	E/SIDE DORA ST.	E/SIDE SCHOOL ST.	1,021	20	2,269	-	-	-	-	-	-	-	320	-	1	-	-
CLEVELAND LANE	170 FT. E/MAIN ST.	END	350	30	1,167	-	-	-	-	-	-	-	-	-	-	-	-
CLEVELAND LANE	E/SIDE MAIN ST.	170 FT E/MAIN ST.	170	35	661	-	-	-	-	-	-	-	-	-	-	18	-
CYPRESS AVENUE	E/SIDE BUSH ST.	E/SIDE PINE ST.	310	37	1,274	-	-	119	-	-	117	-	-	74	-	-	-
DONNER COURT	E/SIDE HOMEWOOD DR.	END OF COURT	377	35	1,466	-	-	-	-	-	-	-	-	-	-	18	-
ELM COURT	NW/SIDE ELM ST.	END OF COURT	65	35	253	-	-	-	-	-	-	-	-	-	-	-	-
ELM STREET	S/SIDE MAGNOLIA ST.	N/SIDE LOW GAP RD	1,172	33	4,297	-	-	-	-	-	-	-	-	-	-	33	-
HENRY STREET	E/SIDE OAK ST.	W/SIDE STATE ST. MINUS SCHOOL	440	24	1,173	-	-	-	-	-	-	-	192	-	2	-	-
HIGHLAND AVENUE (SOUTH)	HIGHLAND CT.	S/SIDE CLAY ST.	1,350	22	3,300	-	-	-	-	-	-	-	-	-	-	22	-
HILLCREST AVENUE	E/SIDE MENDOCINO DR.	W/SIDE GARDENS AVE	800	38	3,378	-	-	-	-	-	-	-	-	-	-	-	-
N. HIGHLAND AVENUE	S/SIDE PERKINS ST.	N/SIDE CLAY ST.	720	34	2,720	-	-	-	-	-	-	-	-	-	-	17	-
NORTON STREET	W/SIDE MASON ST.	E/SIDE STATE ST.	745	36	2,980	41	114	132	-	522	-	-	-	72	4	18	-
OLGA COURT	CLEVELAND LANE	END OF COURT	516	26	1,491	-	-	-	-	-	-	-	-	-	-	13	-
PARK BLVD	TODD RD.	WALNUT AVE.	680	26	1,964	50	-	98	-	-	-	-	52	52	-	-	-
PARK WEST BLVD	PARK BLVD	END (GATE)	1,123	23	2,870	-	-	-	-	447	-	-	-	-	-	12	-
PERKINS STREET (WEST)	E/SIDE DORA ST.	W/SIDE SCHOOL ST.	1,060	24	2,827	-	-	-	-	-	-	-	384	-	-	-	-
RANEE LANE	N/SIDE BEACON LANE	DEAD END	351	28	1,092	-	-	-	-	-	-	-	-	-	-	-	-
SMITH STREET (WEST)	E/SIDE SCHOOL ST.	W/SIDE STATE ST.	210	24	560	-	-	-	-	-	-	-	96	-	2	-	-
SPRING STREET	S/SIDE GROVE	N/SIDE WALNUT	330	33	1,210	104	-	-	-	178	-	-	-	-	-	33	-
SPRING STREET	N/SIDE W.PERKINS ST.	N/SIDE WALNUT	1,312	54	7,872	505	-	-	-	586	-	-	-	-	-	-	-
STANDLEY STREET (WESTT	E/SIDE N. PINE ST.	W/SIDE STATE ST.	813	36	3,252	-	142	-	98	-	-	-	72	-	9	-	-
STEPHENSON STREET (EAST)	E/SIDE STATE ST.	W/SIDE MAIN ST.	210	28	653	-	-	-	-	-	-	-	112	-	-	-	-
STEPHENSON STREET (WEST)	E/SIDE SPRING ST.	W/SIDE DORA ST. MINUS HORTENSE	447	21	1,043	-	-	-	-	-	-	-	-	-	-	22	-
STEPHENSON STREET (WEST)	E/SIDE DORA ST.	W/SIDE OAK ST.	761	22	1,860	-	-	-	-	-	-	-	264	-	-	-	-
WABASH AVENUE	DOOLAN CREEK NEAR LAUREL	W/SIDE DORA	640	36	2,560	129	-	-	-	431	-	-	-	144	-	18	-
CHERRY STREET	E/SIDE STATE ST.	END	1,120	42	5,227	-	-	-	-	-	-	-	72	-	-	-	-
TOTAL					87,809	881	341	1,068	98	3,813	3,869	3,752	1,756	522	26	238	672

CONTRACTOR IS RESPONSIBLE FOR REPLACING EXISTING ADA HATCHED ACCESS AISLES NEAR ADA PARKING SPACES.

CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

TABLES

SPECIFICATION NUMBER: 19-10

DRAWING NUMBER:

S:\Public Works\PROJECTS\Public Works\2019\Spec No 19-10 Slurry Seal Local Streets

4 OF 4

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

**SPECIAL PROVISIONS
FOR
SLURRY SEAL OF LOCAL STREETS
SPECIFICATION NO. 19-10**

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

**Bids Open: XXXX
 2:00 p.m.
 Office of City Clerk**

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

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

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – PROCUREMENT MANAGER

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Approved by:

Tim Eriksen
Director of Public Works / City Engineer

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
JULY 2019
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DRAFT-NOT FOR BIDDING

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR SLURRY SEAL OF LOCAL STREETS SPECIFICATION NO. 19-10

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

ENGINEER'S ESTIMATE OF QUANTITIES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	Traffic Control	1	LS
2	Slurry Seal	87,809	SY
3	Solid Yellow 4" Traffic Stripe	881	LF
4	Solid Double Yellow 4" Traffic Stripe	1,068	LF
5	Broken White 4" Traffic Stripe	98	LF
6	Broken Yellow 4" Traffic Stripe	3,813	LF
7	Bike Lane 4" White Traffic Stripe	3,869	LF
8	Bike Lane 6" White Traffic Stripe	3,752	LF
9	Solid White 8" Traffic Stripe	341	LF
10	Thermoplastic White Crosswalk	1,756	LF
11	Thermoplastic Yellow Crosswalk	522	LF
12	Thermoplastic Ladder Crosswalk	672	SF
13	Thermoplastic Stop Bar	238	LF
14	Thermoplastic Pavement Markings	1	LS
15	Pavement Markings	1	LS
16	Pavement Markings	1	LS

Plans and Special Provisions may be inspected and/or copies obtained **for a non-refundable fee of \$6.90**. Plans and Special Provisions may also be downloaded at no charge from the City's website at www.cityofukiah.com/purchasing. Contact Mary Horger, Procurement Manager, City of Ukiah, 300 Seminary Avenue, Ukiah, California 95482-5400. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger at (707) 463-6233 or at fax phone (707) 313-3621.

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

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

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

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

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

PUBLISH TWO TIMES:

INSTRUCTIONS TO BIDDERS

SLURRY SEAL OF LOCAL STREETS shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

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

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

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

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

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

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

The work is to be completed within fifteen (15) calendar days. The Contractor will pay to the City the sum of five hundred (\$500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

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

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

Examination of Site, Drawings, Etc.

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

representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

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

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

Bidder Inquiries and Questions

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

Mary Horger, Procurement Manager

Fax: (707) 313-3621

Email: mhorger@cityofukiah.com

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

Location of the Work

All of the work to be performed is within the City of Ukiah.

STREET NAME	FROM	TO
AREA 1: AIRPORT		
AREA 2: AIRPORT		
AREA 3: AIRPORT		
AREA 4: ANTON STADIUM		
BETTY STREET	MCPEAK ST	OAK PARK AVE
BUSH STREET	S/SIDE LOW GAP ROAD	N/SIDE GROVE AVE.
CHURCH STREET (EAST)	E/SIDE STATE ST.	W/SIDE MAIN ST.
CHURCH STREET (WEST)	E/SIDE SCHOOL ST.	W/SIDE STATE ST.
CHURCH STREET (WEST)	E/SIDE DORA ST.	E/SIDE SCHOOL ST.
CLEVELAND LANE	170 FT. E/MAIN ST.	END
CLEVELAND LANE	E/SIDE MAIN ST.	170 FT E/MAIN ST.
CYPRESS AVENUE	E/SIDE BUSH ST.	E/SIDE PINE ST.
DONNER COURT	E/SIDE HOMEWOOD DR.	END OF COURT
ELM COURT	NW/SIDE ELM ST.	END OF COURT
ELM STREET	S/SIDE MAGNOLIA ST.	N/SIDE LOW GAP RD
HENRY STREET	E/SIDE OAK ST.	W/SIDE STATE ST. MINUS SCHOOL
HIGHLAND AVENUE (SOUTH)	HIGHLAND CT.	S/SIDE CLAY ST.
HILLCREST AVENUE	E/SIDE MENDOCINO DR.	W/SIDE GARDENS AVE
N. HIGHLAND AVENUE	S/SIDE PERKINS ST.	N/SIDE CLAY ST.
NORTON STREET	W/SIDE MASON ST.	E/SIDE STATE ST.
OLGA COURT	CLEVELAND LANE	END OF COURT
PARK BLVD	TODD RD.	WALNUT AVE.
PARK WEST BLVD	PARK BLVD	END (GATE)
PERKINS STREET (WEST)	E/SIDE DORA ST.	W/SIDE SCHOOL ST.
RANEE LANE	N/SIDE BEACON LANE	DEAD END
SMITH STREET (WEST)	E/SIDE SCHOOL ST.	W/SIDE STATE ST.
SPRING STREET	S/SIDE GROVE	N/SIDE WALNUT
SPRING STREET	N/SIDE W.PERKINS ST.	N/SIDE WALNUT
STANDLEY STREET (WEST)	E/SIDE N. PINE ST.	W/SIDE STATE ST.
STEPHENSON STREET (EAST)	E/SIDE STATE ST.	W/SIDE MAIN ST.
STEPHENSON STREET (WEST)	E/SIDE SPRING ST.	W/SIDE DORA ST. MINUS HORTENSE
STEPHENSON STREET (WEST)	E/SIDE DORA ST.	W/SIDE OAK ST.
WABASH AVENUE	DOOLAN CREEK NEAR LAUREL	W/SIDE DORA
CHERRY STREET	E/SIDE STATE ST.	END

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor,

specially fabricates and installs a portion of the work according to detailed drawings contained in the plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

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

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

SECTION 2. AWARD AND EXECUTION OF CONTRACT

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

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

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

SECTION 3. SCOPE AND INTENT OF CONTRACT

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

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

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

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

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

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

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

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

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

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

SECTION 4. BONDS

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

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

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

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

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

(WITH CONSTRUCTION RISKS)

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

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

5-04. Other Insurance Provisions

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

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
6. Course of Construction policies shall contain the following provisions:
 - a.) The City shall be named as loss payee.
 - b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

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

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

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

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

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

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

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

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute

the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

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

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

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

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

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

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

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

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

6-06. Protection of City Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the City, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such

fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or classes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.
2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.
3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD> The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.
4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.
5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.
6. Travel and Subsistence Payments.

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

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

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

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

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

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

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

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

6-24. Public Notification. The contractor shall be responsible for all public notification regarding construction work within the subject intersection, including detours, lane and street closures, hours of operations, and notification of affected commercial businesses within 1000 feet of the construction. For any business impacted by construction, the contractor shall provide adequate sized on-site signage indicating that businesses are open during construction for pedestrian traffic. The contractor shall prepare public noticing via the newspaper, radio announcements, notification of the emergency vehicle agencies, public transit, school buses, County of Mendocino offices, the high school, junior high school, elementary schools effected by potential detours and street closures, with recommended alternate routes of travel. Through street access from will be restricted to businesses and residents only during construction days. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval prior to noticing the public. All public noticing shall be performed a minimum of one week prior to instituting traffic control, and lane or street closures.

The tentative construction schedule shall be included in the public noticing, and the use of temporary traffic signalization of the intersection shall be noted All road closures, detour routes, and traffic control including temporary lane closure plans shall be submitted by the Contractor to the City Engineer for approval prior to public noticing and use.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate

and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

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

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

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

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

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

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

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

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

7-06. Changes in the Work. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or \$5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

The order of such additions, omissions, corrections, alterations and modifications shall be in writing and signed by the Engineer and, in order, shall then be binding upon the Contractor. The Contractor shall proceed with the

work as changed and the value of such change shall be determined as provided for in section 10-07 of these Special Provisions.

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

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

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

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

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

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

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

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

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

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

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

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

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

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

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

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

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

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

SECTION 9. PROSECUTION OF WORK

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

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

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

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

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

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

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

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work

whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

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

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

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

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

SECTION 10. PAYMENT

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

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

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

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

10-03. Substitution of Securities.

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

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

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

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

or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

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

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

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

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

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

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

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

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

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

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

complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

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

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

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

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

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

SECTION 11. MISCELLANEOUS

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

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

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

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

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

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

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

b.

(1)

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

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

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

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

(2)

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

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

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the

parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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

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

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

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

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

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

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

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

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

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

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

12-02. Arrangement of Plans. The Plans consist of four (4) sheets numbered 1 through 4 and they are hereby made a part of the Contract Documents.

12-03. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-04. Permits. The Contractor shall obtain and pay for all permits required to complete this work except the required encroachment permit. The Contractor shall obtain an encroachment permit from the Public Works Department at no cost prior to the start of the Work. The encroachment permit will not be issued until the Contract Agreement and bonds have been executed, submitted, and accepted by the City and all insurance endorsements have been submitted to and accepted by the City's Risk Manager.

12-05. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, 2015, are hereby made a part of these Technical Specifications, and are hereinafter referred to as "Standard Specifications" and "Standard Plans."

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

Department or Department of Transportation - The City Council.

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

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

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

State - The City of Ukiah

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

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

1. City Special Provisions (Technical Specifications)
2. City Project Plans
3. City Standard Plans and Details
4. California Standard Plans
5. California Standard Specifications

12-06. Temporary Facilities. All temporary facilities are the responsibility of the Contractor and 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 installation and removal of the Contractor's temporary facilities.

12-07. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass through the work.

The Contractor shall post notice(s) at the job sites a minimum of 72 hours in advance of working at the site, indicating the date and times that street parking will be prohibited. This notice shall be placed in obvious locations and be spaced no further than 250 feet apart along the length of the project site and on each side of the affected street. The Contractor shall also provide and place door hangers at all houses adjacent to working

area. The door hanger notification shall be in writing and it shall be submitted to the Engineer for approval a minimum of 5 working days prior to the proposed public notification. Full cost for "Public Convenience and Safety" shall be considered as included in the various items of work and no additional compensation will be made.

12-08. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," and 7-1.095, "Flagging Costs," of the California Standard Specifications.

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

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

Street Closures shall conform to the provisions in the section of these Special Provisions entitled "Traffic Control System for Street Closure."

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The full width of the traveled way shall be opened for use by public traffic on Saturdays, Sundays, and designated City holidays, after 3:00 p.m. Fridays and the day preceding designated City holidays, and when construction operations are not actively in progress.

Designated City holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, the second Monday in November, Thanksgiving Day, the day following Thanksgiving Day, December 24th, December 25th, December 30th, December 31st. When a designated City holiday falls on a Sunday, the following Monday shall be a designated City holiday. When a designated City holiday falls on a Saturday, the preceding Friday shall be a designated City holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order. The fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished and installed by the Contractor, at his expense, to conform to the provisions in said Section 7-1.09, and in addition to any construction area traffic control devices for which payment is provided for elsewhere in the specifications.

Payment. Full costs for "Maintaining Traffic", including "Flagging Costs" shall be considered as part of the lump sum payment for Traffic Control System and no additional compensation will be made.

12-09. Traffic Control System for Street Closure. A traffic control system shall consist of closing streets in accordance with the Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, and provisions under "Maintaining Traffic" elsewhere in these Special Provisions.

The provisions in this section will not relieve the Contractor of their responsibilities that may be necessary to comply with the provisions in Section 12-08, "Public Safety", of the Standard Specifications.

The base material of construction area signs may be plywood in City Right-of-Way, but shall not be plywood in the State Right-of Way.

The contractor shall develop and submit to the Engineer for approval a Traffic Control Plan a minimum of one week before beginning construction. The Traffic Control Plan shall show the planned method of traffic control during construction.

The following information shall be included in the Traffic Control Plan:

- Sequencing of construction
- Street layout, with street names and direction of flow
- Location and types of construction area signs (including pedestrian notification)
- Locations of barriers or other traffic control devices
- Location of flaggers
- A contingency plan for how to handle emergency vehicles

The Contractor shall not begin construction at the site until the Traffic Control Plan is reviewed and approved by the Engineer. The City reserves the right to delay the contractor's operations until such time that a Traffic Control Plan has been reviewed and approved by the Engineer.

If any component in the traffic control system is damaged, displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When street closures are made for work periods only, at the end of each work period, all components of the traffic control system shall be removed from the traveled way and shoulder. If the contractor so elects, said components may be stored at select central locations, approved by the Engineer, within the limits of the street right-of-way.

Payment. The contract lump sum price paid for traffic control shall include full compensation for furnishing a Traffic Control Plan, furnishing all labor, materials (including signs), tools, equipment, and incidentals and for doing all the work involved in placing, removing, storing, maintaining and moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

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

The Contractor's attention is also directed to Section 7-1.01G, "Water Pollution," of the Standard Specifications and to Section 13, "Water Pollution Control", of the Construction Details Section concerning the requirement for submittal to the Engineer for approval a written program for the control of pollution to adjacent drainage courses during the construction of the project. Said written program shall include the erosion control provisions required by Section 13, "Temporary Erosion Control", of these Construction Details."

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

12-12. Utilities. The owner will not arrange water, sewer or electrical services for construction. It is the Contractor's sole responsibility to arrange such services as necessary with the applicable utility provider(s).

12-13. Dust Control. Dust control shall conform to the provisions of Section 10 of the Standard Specifications. Full compensation for dust control shall be considered as included in the prices paid for the various contract items and no additional compensation will be made therefore. This includes the application of water for the purpose of controlling dust caused by public traffic within the project area. The Contractor may at his option use dust palliative in accordance with the provisions of Section 18, "Dust Palliative" of the Standard Specifications except that the full compensation for applying dust palliative shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be made therefore.

All active construction areas shall be watered at least twice daily and more often during hot or windy periods. The active areas adjacent to the apartment complexes shall be kept damp at all times. Hauling trucks shall be covered or at least a two-foot freeboard shall be maintained.

Unpaved access roads, parking areas for construction equipment and construction employee vehicles, staging areas, and storage areas shall be paved or shall receive the application of either water twice daily or non-toxic soil stabilizers. All paved access roads, parking areas, staging areas, storage areas, and public roads impacted by the work of the project shall be swept daily with street sweepers equipped with water spray to remove soil materials that have been deposited on these surfaces by reason of the work.

The Contractor shall enclose, cover, or water twice daily or apply non-toxic soil stabilizers or install erosion control blankets to or on exposed stockpiles, embankment slopes, and cut slopes. Traffic speeds on unpaved surfaces shall be limited to a maximum speed of 15 mph

12-14. Noise Control. The Contractor's attention is directed to the provisions of section 7.1.01I, "Sound Control Requirements", of the Standard Specifications and Section 9.08, Saturday, Sunday, Holiday, and Night Work, of these General Conditions concerning the control of noise emissions and authorized work hours and days. Between 7:00 a.m. and 7:00 p.m., noise from Contractor's operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dB at a distance of 50 feet from the noise source.

The City shall provide a Noise Disturbance Coordinator who shall be responsible for acting on any local complaints concerning the construction noise being generated by reason of the work of the project. The Contractor shall conspicuously post a telephone number for the Noise Disturbance Coordinator at the construction site and he shall include it in the construction schedule notice to be provided to the residents. The Noise Disturbance Coordinator shall investigate the noise complaint allegations and shall require the Contractor to implement reasonable measures to mitigate the noise level in accordance with the requirements of these General Conditions and of the Standard Specifications.

The Contractor shall locate all stationary noise generating construction equipment such as air compressors and generators as far as practical from the nearby residences and other noise sensitive land uses. The noise source shall be acoustically shielded when practical. The Contractor shall prohibit unnecessary idling of internal combustion engines.

12-15. Watering. The application of water and the developing of a water supply shall be performed in accordance with the provisions of Section 17, "Watering," of the Standard Specifications except as modified by these Special Provisions. Full compensation for applying water where called for or as directed by the Engineer and for developing the water supply shall be considered as included in the prices paid for the various contract items and no additional compensation will be made therefore. The Contractor is advised that water may be obtained from fire hydrants within the project area under permit with the City's Public Works Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at the City of Ukiah, 300 Seminary Avenue, phone (707) 463-6228.

12-16. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, work schedule, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12-17. Progress Schedule. Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

12-18. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

SECTION 13 - CONSTRUCTION DETAILS

13-01. Location and Scope of Work.

The work involves applying slurry seal over existing asphalt concrete pavement:

STREET NAME	FROM	TO
AREA 1: AIRPORT		
AREA 2: AIRPORT		
AREA 3: AIRPORT		
AREA 4: ANTON STADIUM		
BETTY STREET	MCPEAK ST	OAK PARK AVE
BUSH STREET	S/SIDE LOW GAP ROAD	N/SIDE GROVE AVE.
CHURCH STREET (EAST)	E/SIDE STATE ST.	W/SIDE MAIN ST.
CHURCH STREET (WEST)	E/SIDE SCHOOL ST.	W/SIDE STATE ST.
CHURCH STREET (WEST)	E/SIDE DORA ST.	E/SIDE SCHOOL ST.
CLEVELAND LANE	170 FT. E/MAIN ST.	END
CLEVELAND LANE	E/SIDE MAIN ST.	170 FT E/MAIN ST.
CYPRESS AVENUE	E/SIDE BUSH ST.	E/SIDE PINE ST.
DONNER COURT	E/SIDE HOMEWOOD DR.	END OF COURT
ELM COURT	NW/SIDE ELM ST.	END OF COURT
ELM STREET	S/SIDE MAGNOLIA ST.	N/SIDE LOW GAP RD
HENRY STREET	E/SIDE OAK ST.	W/SIDE STATE ST. MINUS SCHOOL
HIGHLAND AVENUE (SOUTH)	HIGHLAND CT.	S/SIDE CLAY ST.
HILLCREST AVENUE	E/SIDE MENDOCINO DR.	W/SIDE GARDENS AVE
N. HIGHLAND AVENUE	S/SIDE PERKINS ST.	N/SIDE CLAY ST.
NORTON STREET	W/SIDE MASON ST.	E/SIDE STATE ST.
OLGA COURT	CLEVELAND LANE	END OF COURT
PARK BLVD	TODD RD.	WALNUT AVE.
PARK WEST BLVD	PARK BLVD	END (GATE)
PERKINS STREET (WEST)	E/SIDE DORA ST.	W/SIDE SCHOOL ST.
RANEE LANE	N/SIDE BEACON LANE	DEAD END
SMITH STREET (WEST)	E/SIDE SCHOOL ST.	W/SIDE STATE ST.
SPRING STREET	S/SIDE GROVE	N/SIDE WALNUT
SPRING STREET	N/SIDE W.PERKINS ST.	N/SIDE WALNUT
STANDLEY STREET (WEST)	E/SIDE N. PINE ST.	W/SIDE STATE ST.
STEPHENSON STREET (EAST)	E/SIDE STATE ST.	W/SIDE MAIN ST.
STEPHENSON STREET (WEST)	E/SIDE SPRING ST.	W/SIDE DORA ST. MINUS HORTENSE
STEPHENSON STREET (WEST)	E/SIDE DORA ST.	W/SIDE OAK ST.
WABASH AVENUE	DOOLAN CREEK NEAR LAUREL	W/SIDE DORA
CHERRY STREET	E/SIDE STATE ST.	END

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

13-02. Existing Highway Facilities. The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15 of the Standard Specifications and these Special Provisions. All existing highway facilities to be removed shall be disposed of at locations outside the highway right-of-way. Such disposal shall conform to the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right-of-Way."

Payment. Full compensation for complying with this section of the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-03. Preservation of Property. The contractor shall conform to the provisions of Section 7-1.11, "Preservation of Property" of the Standard Specifications and to these Special Provisions. All costs to the Contractor for protecting, removing, modifying, relocating and restoring existing improvements shall be considered as included in the contract prices paid for the various items of work and no additional allowances will be made therefore.

Payment. Full compensation for complying with this section of the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-04. Watering. Developing water supply and applying shall conform to the provisions in Section 17 of the Standard Specifications and these Special Provisions. Water shall not be obtained from any of the nearby property owners without their written permission.

Payment. Full compensation for developing and applying water conforming to the above requirements shall be considered as included in the prices paid for the various contract items of work requiring water, and no additional compensation will be allowed therefore.

13-05. Utility Boxes. Utility Boxes which include but are not limited to manholes, valve boxes, sewer cleanouts and street monument boxes are listed on the Plans for information purposes only. Contractor shall take special care when working around existing utility boxes. Utility boxes shall be protected in accordance with section 37-3.03A of the California Standard Specifications.

Payment. Full compensation for complying with this section of the Special Provisions shall be considered included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-06 Slurry Seal. The slurry seal on streets and facilities, shall be furnished and applied in accordance with the provisions for description, materials, proportioning, mixing, spreading equipment and placing of slurry seal, Section 37-3 of the California Standard Specifications and these Specifications.

(A) Aggregate. Aggregate for Slurry Seal shall conform to the percentage composition by dry weight of the aggregate to the following gradation:

(B)

GRADATION

SIEVE SIZE	PERCENTAGE PASSING
3/8 "	100
No. 4	94 – 100
No. 8	65 – 90
No. 16	40 – 70
No. 30	25 – 50
No. 200	5 – 15

The aggregate shall also conform to the following quality requirements:

TEST	CALIFORNIA TEST	REQUIREMENTS
Sand Equivalent	217	55 Minimum
Durability Index	229	55 Minimum

- (C) Asphaltic Emulsion. Asphaltic emulsion shall be a quick setting type Grade QS1h anionic or Grade CQS1h cationic as specified in the standard specifications.
- (D) Water. Water shall be such quality that the asphalt will not separate from the emulsion before the slurry seal is in place in the work.
- (E) Proportioning. Asphaltic emulsion shall be added at a rate of 17 percent by weight of the dry aggregate.

If necessary for workability, a retarding agent, that will not adversely affect the seal, may be used. Water and retarder if used, shall be the minimum amount necessary to ensure proper workability but shall not exceed 20 percent, by volume, of asphalt emulsion used or adding 3 percent, by volume, to the aggregate / asphalt emulsion mixture, and

- (a) Will permit uncontrolled traffic on the slurry seal no more than 3 hours after placement without the occurrence of bleeding, raveling, separation or other distress; and
- (b) Will prevent development of bleeding, raveling, separation or other distress within 7 days after placing the slurry seal. Unless otherwise specified in the special provisions or by the Engineer, slurry seal shall be spread at a rate of 12 pounds of dry aggregate per square yard. The spread rate may not vary more than 10 percent above or below the determined rate.
- (F) Measurement. Slurry seal will be measured by the square yard. The quantity of slurry seal to be paid will be based on a spread rate for weight of the dry aggregate of 12 pounds per square yard and the asphalt emulsion added at 17 percent of the dry aggregate spread rate.
- (G) Payment. The contract price paid per square yard for Slurry Seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the slurry seal, complete in place, including cleaning the surface, mixing water with asphaltic emulsion for coating pavement, and protecting the seal until it has set, all as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

13-07. General - Slurry Seal. The Slurry Seal to be constructed under this contract shall be placed over a subgrade consisting of an existing asphalt concrete pavement, as herein required.

City of Ukiah forces will perform all necessary street sweeping of the surface upon which the slurry seal is to be applied.

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

The Contractor shall attend a pre-construction conference as scheduled by the City representatives.

13-08. Traffic Striping. This work shall consist of applying painted and thermoplastic traffic stripes (traffic lines) and pavement markings at the locations and in conformance with the details shown on the plans or designated by the Engineer, and as specified in these specifications and the special provisions.

The kind of material, paint or thermoplastic, to be applied will be designated in the contract item, specified in the special provisions, or shown on the plans.

For the purposes of this Section, traffic stripes (traffic lines) are defined as longitudinal centerlines and lane lines which separate traffic lanes in the same or opposing direction of travel, and longitudinal edge lines which mark the edge of the traveled way or the edge of the lanes at gore areas separating traffic at exit and entrance ramps. Pavement markings are defined as transverse markings which include, but are not limited to, word and symbol markings, limit lines (stop lines), crosswalk lines, shoulder markings, parking stall markings and railroad grade crossing markings.

Control of Alignment and Layout. All work necessary to establish satisfactory alignment for stripes and all layout work required for pavement markings shall be performed by the Contractor with any device or method that will not damage the pavement nor conflict with other traffic control devices.

Tolerances and Appearance. Traffic stripes and pavement markings shall conform to the dimensions and details shown on the plans.

Completed traffic stripes shall have clean and well-defined edges without running or deformation, shall be uniform, shall be straight on tangent alignment and shall be on a true arc on curved alignment. The widths of completed traffic stripes shall not deviate more than 1/4 inch on tangent nor more than 1/2 inch on curves from the widths shown on the plans. Broken traffic stripes shall also conform to the following requirements:

A. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than 2 inches from the lengths shown on the plans.

B. The lengths of the gaps and individual stripes shall be of such uniformity throughout the entire length of each broken traffic stripe that a normal striping machine will be able to repeat the pattern and superimpose additional stripes upon the traffic stripe being applied.

The completed pavement markings shall have clean and well-defined edges without running or deformation and shall conform to the dimensions shown on the plans, except that minor variations may be accepted by the Engineer.

Drips, overspray, improper markings and paint and thermoplastic material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer. All this removal work shall be at the Contractor's expense.

Protection from Damage. The Contractor shall take special care to protect existing reflective pavement markers and shall, at the Contractor's expense, replace all coated markers.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry or the thermoplastic material has sufficiently hardened.

Thermoplastic Pavement Markings. This work shall consist of furnishing and applying thermoplastic pavement markings, including glass beads in accordance with Section 84-2 "Thermoplastic Traffic Stripes and Pavement Markings" and these Special Provisions.

Measurement. Thermoplastic pavement markings are a lump sum item.

Payment. The lump sum contract price paid for thermoplastic traffic markings of the widths and patterns designated in the project plans and as specified herein, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing existing thermoplastic traffic markings, applying thermoplastic traffic markings, complete in place, including establishing alignment for markings, as shown on the plans, as specified in these specifications and the Special Provisions, and as directed by the Engineer.

13-09. Pavement Markings. Pavement markings which include crosswalks, parking stalls, ADA markings, STOP bars, and "STOP" markings shall be painted and shall have glass beads applied as per the plans in accordance with Section 84, "Traffic Stripes and Pavement Markings" of the Standard Specifications except as provided herein, the Standard Plans, and these Special Provisions. Contractor shall reference all existing pavement markings prior to any slurry seal taking place on those streets that have pavement markings.

All pavement crosswalks and markings shall be applied in thermoplastic unless otherwise noted.

Measurement. Painting pavement markings are a lump sum item.

Payment. The lump sum contract price paid for painted traffic markings of the widths and patterns

designated in the project plans and as specified herein for painted pavement markings, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in painting pavement markings (regardless of the number, widths and patterns of individual markings involved at each location) including removal of existing painted traffic markings, establishing alignment for markings, complete in place, as shown on the plans, as specified in these specifications and the Special Provisions, and as directed by the Engineer.

13-10. Pavement Markers. All pavement markers are reflective pavement markers shall be installed as described in the following respective sections.

Measurement. Placing reflective and non-reflective pavement markers are a lump sum item.

Payment. The lump sum contract price paid per reflective and non-reflective pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing pavement markers.

13-11. Reflective Pavement Markers (Blue). Blue raised reflective pavement markers shall be placed on streets to mark fire hydrants. Blue reflective pavement markers shall be placed 6 inches from the centerline stripe, or approximate center of the pavement where there is no centerline stripe, on the side nearest the fire hydrant. All pavement makers shall conform to the provisions in Section 85 of the California Standard Specifications. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 85 of the California Standard Specifications

13-12. Non Reflective Pavement Markers (Yellow). Pavement markers for the Highland Ave center line shall be Type AY, yellow non-reflective. All pavement makers shall conform to the provisions in Section 81-3.02B (1) of the California Standard Specifications. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 85 of the California Standard Specifications.

13-13. Reflective Pavement Markers (Yellow) – Highland Ave. Pavement markers for the Highland Ave center line shall be Type D, two-way yellow reflective installed in accordance with Detail 23 of the California Standard Plans. All pavement makers shall conform to the provisions in Section 85 of the California Standard Specifications. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 85 of the California Standard Specifications.

13-14. Reflective Pavement Markers (Yellow) – Airport. Pavement markers for Area 3: Airport shall be Type D, two-way yellow reflective installed around the perimeter of Area 3 – Airport at approximate spacing of 19 feet on center. All pavement makers shall conform to the provisions in Section 85 of the California Standard Specifications. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 85 of the California Standard Specifications.

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

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

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

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

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

The following designated sections of the Special Provisions⁰⁺ are hereby amended to read as follows:
No amendments.

DRAFT-NOT FOR BIDDING

BID SUBMITTAL CHECKLIST

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

Did you include?...

- **Proposal** (Page 35)
 - Unit prices filled out clearly.
 - Extended prices filled out clearly and calculated correctly
 - Total bid amount filled out clearly and calculated correctly
 - Sign the proposal, and provide complete information
 - CLSB No. and expiration date
 - Department of Industrial Relations Public Works Contractor Registration Number
- **Fair Employment Practices Certification** (Page 37)
 - Filled out completely per instruction
- **Worker's Compensation Certificate** (Page 38)
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment** (Page 39)
 - Filled out completely per instruction
- **List of Proposed Subcontractors** (Page 40)
 - Filled out completely per instruction
- **Statement of Experience** (Page 41)
- **Signature of Bidder** (Page 42)
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond** (Page 43)
 - Filled out completely per instruction
- **Non-Collusion Affidavit** (Page 44)
 - Filled out completely per instruction
 - Notarized
- **Addenda Issued**
 - Signed and Returned

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
SLURRY SEAL OF LOCAL STREETS**

Specification No.19-10

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 sum

BIDDING SCHEDULE

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

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

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

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

Lowest bid will be based on the lowest Base Bid.

NAME OF BIDDER: _____

SPEC #:

19-10

PROJECT NAME:

SLURRY SEAL OF LOCAL STREETS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Traffic Control	1	LS	\$	\$
2	Slurry Seal	87,809	SY	\$	\$
3	Solid Yellow 4" Traffic Stripe	881	LF	\$	\$
4	Solid Double Yellow 4" Traffic Stripe	1,068	LF	\$	\$
5	Broken White 4" Traffic Stripe	98	LF	\$	\$
6	Broken Yellow 4" Traffic Stripe	3,813	LF	\$	\$
7	Bike Lane 4" White Traffic Stripe	3,869	LF	\$	\$
8	Bike Lane 6" White Traffic Stripe	3,752	LF	\$	\$
9	Solid White 8" Traffic Stripe	341	LF	\$	\$
10	Thermoplastic White Crosswalk	1,756	LF	\$	\$

11	Thermoplastic Yellow Crosswalk	522	LF	\$	\$
12	Thermoplastic Ladder Crosswalk	672	SF	\$	\$
13	Thermoplastic Stop Bar	238	LF	\$	\$
14	Thermoplastic Pavement Markings	1	LS	\$	\$
15	Pavement Markings	1	LS	\$	\$
16	Pavement Markers	1	LS	\$	\$

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

Witness our hands this day of _____, 20____.

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

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

Department of Industrial Relations Public Works Contractor Registration Number: _____

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

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

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

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

SLURRY SEAL OF LOCAL STREETS

(Signature of Bidder)

Business Mailing Address:

Business Location:

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

WORKER'S COMPENSATION CERTIFICATE

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

Witness my hand this _____ day of _____, 200_____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

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

Signature and address of Bidder:

_____ Date _____

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

LIST OF PROPOSED SUBCONTRACTORS

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

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

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.

DRAFT-NOT FOR BIDDING

SIGNATURE(S) OF BIDDER

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

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

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

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

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

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

Business address: _____

Place of residence: _____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____
_____, as PRINCIPAL and

_____, as SURETY,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on XXXXXXXXXXXX for SLURRY SEAL OF LOCAL STREETS.

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

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

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address: _____

NON-COLLUSION AFFIDAVIT

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

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing SLURRY SEAL OF LOCAL STREETS by contract, being duly sworn, deposes and says:

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

Signature(s) of Bidder

Business Address: _____

Place of Residence: _____

NOTARIZATION

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

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

My Commission Expires _____, 20 ____.

CITY OF UKIAH
Mendocino County, California

AGREEMENT
FOR
SLURRY SEAL OF LOCAL STREETS
SPECIFICATION NO. 19-10

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

WITNESSETH:

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

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

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

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

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within fifteen (15) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

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

Article III. Labor Discrimination.

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

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

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

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

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor

has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

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

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

- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

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

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

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

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

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

CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

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

Contractor is

_____ for Ukiah.

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

Accordingly, Contractor agrees as follows:

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

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

AS PRINCIPAL, and

AS SURETY,

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

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

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

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

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

In the presence of:

WITNESS:

(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

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

The total amount of premium charges is \$ _____..

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

_____ Affix Corporate Seal

DRAFT-NOT FOR BIDDING

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL,**
and

_____, **AS SURETY,**

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

dollars (\$_____)

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

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

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

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

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

(Corporate Principal) (SEAL)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

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

The total amount of premium charges is \$ _____..

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

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

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,
_____, as **PRINCIPAL**

and _____,
_____, as **SURETY,**

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

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

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

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

dated _____

for _____

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

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

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

_____(Seal)

BY: _____(Seal)

_____(Seal)

Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)

Surety



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Terminate Existing Contract with Briscoe, Ivester, and Bazel, and Negotiate and Execute a Contract for Legal Services with Welty, Weaver, and Currie for Counsel on Issues Related to Water, Natural Resources, and Planning.

DEPARTMENT: Water Resources

PREPARED BY: Sean White

ATTACHMENTS:

[Attachment 1 - Draft Agreement - Welty, Weaver and Currie](#)

Summary: Council will consider authorizing the City Manager terminate the existing contract with Briscoe, Ivester and Bazel, and to negotiate and execute a contract for legal services with Welty, Weaver, and Currie for counsel on issues related to water, natural resources, and planning.

Background: On March 29, 2017, the Water Resources Department held a Water Supply Planning Workshop. At that workshop, staff was directed to retain specialty counsel for water supply planning and related issues. On February 20, 2019, the City entered into a contract with the firm of Briscoe, Ivester, and Bazel to utilize the services of Phillip Williams.

RECOMMENDED ACTION: Authorize the City Manager to terminate the existing contract with Briscoe, Ivester, and Bazel, and negotiate and execute a contract for legal services with Welty, Weaver, and Currie for counsel on issues related to water, natural resources, and planning.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: Water Administration: 82027110.52150- \$50,000

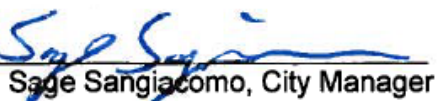
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU NO. 1819-170

COORDINATED WITH: Sage Sangiacomo, City Manager; David Rapport, City Attorney; Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

Discussion: Phillip Williams has recently relocated to Ukiah, and is now working for Welty, Weaver, and Currie in Healdsburg. Staff is recommending terminating the existing contract with Briscoe, Ivester, and Bazel, and entering a contract with Welty, Weaver, and Currie to continue utilization of his expertise.

The draft contract in substantial form for Mr. William's services with Welty, Weaver, and Currie is included for review as Attachment #1.

The legal services will be used on an as-needed basis, and contingent upon available budgeted funds each fiscal year.

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this ____ day of _____, 2019 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Welty, Weaver and Currie, a _____, organized and in good standing under the laws of the state of California, hereinafter referred to as "Consultant" or "Attorney".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to providing strategic counsel and legal advice on land use planning efforts by the City's Water Resources Department, including issues related to water and natural resources.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete services as requested to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis. Labor charges shall be based upon hourly billing rate by Consultant to perform the Scope of Work as set forth in the attached Attachment "A", which shall include all indirect costs and

expenses of every kind or nature. The direct expenses and the fees to be charged for same shall be as set forth in Attachment "A".

4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.

4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.

4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

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

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend one year from date of final invoice.

4. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

7.0 CONTRACT PROVISIONS

- 7.1 Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.

- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may be terminated upon written notice by either party to the other party. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.
- 7.9 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

8.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH
DEPT. OF WATER RESOURCES
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

WELTY, WEAVER, AND CURRIE
ATTN: PHILIP A. WILLIAMS
141 NORTH STREET, SUITE A
HEALDSBURG, CA 95448

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

CONSULTANT

BY: _____

Date

PRINT NAME: _____

IRS IDN Number

CITY OF UKIAH

BY: _____

SAGE SANGIACOMO
CITY MANAGER

Date

ATTEST

CITY CLERK

Date

ATTACHMENT A – SCOPE OF WORK & FEE SCHEDULE**MATTER: City of Ukiah Water Rights****Scope of Work**

Work will be performed as needed, and include providing strategic counsel and legal advice on land use planning efforts by the City, including issues related to water and natural resources. Work will also include engaging with Mendocino Local Agency Formation Commission (LAFCo), local water agencies, other special districts and government entities in the Ukiah Valley to arrive at durable solutions for sustainable growth and municipal service delivery.

Fee Schedule

Legal services will be provided by the following individuals at the following rates:

<u>Billing Attorney:</u>	Philip A. Williams
<u>Billing Rate:</u>	\$350 an hour, billed at 15 minute increments.
<u>Travel Rate:</u>	\$200 an hour, billed at 15 minute increments, minus first 45 minutes of each one-way trip.

Additional persons may be authorized to perform services only upon written amendment to this Agreement.

MATTER: General Water Resources and Land Use Counsel**Scope of Work**

Provide legal counsel and representation in variety of issues related to water management and land resource use: manage the City's efforts, attend meetings and workshops, and represent the City before local and state agencies and commissions on issues related to resources, services and jurisdiction.

Fee Schedule

Legal services will be provided by the following individuals at the following rate tiers:

<u>Billing Attorney:</u>	Philip A. Williams
<u>Billing Rate:</u>	Tier 1: \$300 an hour, first 25 hours/month Tier 2: \$250 an hour, 26-55 hours/month Tier 3: \$200 an hour, 56 hours or more/month
<u>Travel Rate:</u>	\$200 an hour, billed at 15 minute increments, minus first 45 minutes of each one-way trip.

Additional persons may be authorized to perform services only upon written amendment to this Agreement.

ADDITIONAL TERMS

The following provisions supplement the terms of the agreement. In any conflict between the agreement and these additional terms, the following terms prevail.

HOURLY RATES. Attorney will bill hourly rates at actual time with no minimum time. Attorney will not charge for travel time between San Francisco or Marin County and Ukiah, but will be entitled to reimbursement at \$.50/mile for use of a private automobile.

COSTS & EXPENSES. In addition to paying legal fees, City shall reimburse Attorney for all costs and expenses incurred by Attorney, including but not limited to, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, investigation expenses authorized in advance by City, consultants' fees, expert witness fees and other similar items authorized in advance by City.

STATEMENTS. Attorney shall send City statements for fees and costs incurred, on a monthly or as needed basis. Statements shall state the date of each service, the name and hourly rate of the professional performing the service, a description of the service performed, and the amount of time devoted to each item. Expenses payable by City will be itemized. City shall pay Attorney's statements within thirty (30) days after each statement's date, unless disputed by City. Statements shall be final and conclusive as between the parties unless any problem or disagreement is communicated from City to Attorney within twenty (20) days after rendition.

DISCHARGE & WITHDRAWAL. City may discharge Attorney at any time. Attorney may withdraw with City's consent for good cause. Good cause includes City's breach of this Contract, City's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.

CONCLUSION OF SERVICES. When Attorneys' services conclude, all unpaid undisputed charges shall become immediately due and payable. After Attorney's services conclude, Attorney will, upon City's request, deliver to City any City funds or property in Attorney's possession, including any files or documents produced or possessed by Attorney as a result of Attorney's representation of City.

DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorney's statements to City will be construed as a promise or guarantee about the outcome of City's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of City's matter are expressions of opinion only.



AGENDA SUMMARY REPORT

SUBJECT: Report of Contract in the Amount of \$10,668.00 with Hunters Services for Pest Control Services at Various City of Ukiah Locations.

DEPARTMENT: Finance

PREPARED BY: Seth Strader

ATTACHMENTS:

[Attachment 1 - Original Contract](#)

[Attachment 2 - Amendment 1](#)

Summary: Council will receive report regarding contract with Hunters Services for Pest Control Services at various City of Ukiah locations in the amount of \$10,668.00.

Background: The City has entered a (3) three-year service agreement with Hunters Service to perform quarterly pest control treatment at various locations including the Ukiah Sports Complex, Vinewood Park, Anton Stadium, Alex R. Thomas Plaza and more. Hunters Services was selected as they offered the most competitive price; other businesses that provided quotes included Clark Pest Control and Terminix.

Discussion: The City originally entered into contract with Hunter Services in March of 2019 (Attachment 1). Servicing includes quarterly exterior treatment and interiors upon request at no additional charge. The contract was further amended (Attachment 2) to add the Ukiah Valley Conference Center to the list of quarterly-serviced locations for a total contract amount of \$10,668.00.

RECOMMENDED ACTION: Receive report regarding contract amendment with Hunters Services for Pest Control Services at various City of Ukiah locations.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10022100.52100: \$25,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1819-186

COORDINATED WITH: Kerry Randall, Facilities Administrator; Mary Horger, Procurement Manager

Approved: _____

Sage Sangiacomo
Sage Sangiacomo, City Manager

AGREEMENT FOR PEST CONTROL SERVICES

This Agreement, made and entered into this 19th day of March, 2019 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Hunters Services, a Corporation organized and in good standing under the laws of the state of California, hereinafter referred to as "Contractor".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to performing pest control.
- b. Contractor represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Contractor agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF WORK

- 1.1 The Work is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2 Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Contractor. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Contractor shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within three (3) years from receipt of the Notice to Proceed. Contractor shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Contractor contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Contractor shall be compensated quarterly in the amount of \$774.00 for a total not to exceed amount of \$9,288.00.
- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in

compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.

- 4.3 Sub-contractor Payment. The use of sub-contractors or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work.

- 4.4 Terms of Payment. Payment to Contractor for services rendered in accordance with this contract shall be based upon submission of quarterly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Contractor, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed and the direct expenses incurred and billed for.

5.0 ASSURANCES OF CONTRACTOR

- 5.1 Independent Contractor. Contractor is an independent contractor and is solely responsible for its acts or omissions. Contractor (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Contractor is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Contractor under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City.

Contractor shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Contractor agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Contractor, including the legal costs associated with defending against any audit, claim, demand or law suit.

Contractor warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Contractor understands that its professional responsibility is solely to City. Contractor has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Contractor shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Contractor has a disclosure obligation under the City's

local conflict of interest code, the Contractor shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

6.1 Insurance Liability. Without limiting Contractor's obligations arising under Paragraph 6.2 Contractor shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, hired or borrowed by the Contractor for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. 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. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend one (1) year from date of final approved invoice for this work.

4. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

Contractor shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Contractor begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Contractor fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Contractor that City has paid the premium.

G. Subcontractors

Contractor shall include all subcontractors or sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-contractor. All coverage for sub-contractors or sub-contractors shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Contractor agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Contractor in the performance of services under this contract by Contractor, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Contractor, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Ownership of Work. All documents furnished to Contractor by City and all documents or reports and supportive data prepared by Contractor under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Contractor's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Contractor shall be furnished to City in digital format and hardcopy. Contractor shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Contractor shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Contractor's services are considered unique and personal. Contractor shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Contractor for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project 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. In such event, as a condition to payment, Contractor shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Contractor's breach of contract.

7.9 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

8.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH
DEPT. OF PURCHASING
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

HUNTERS SERVICES
JOE CRAIG
2555 ZANELLA WAY, STE
A CHICO, CALIFORNIA
95482

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

CONTRACTOR

BY: Joe Craig
PRINT NAME: Joe Craig

3-20-19
Date

IRS IDN Number _____

CITY OF UKIAH

BY: [Signature]
CITY MANAGER

3-26-19
Date

ATTEST

Kristine Lander
CITY CLERK

3-27-19
Date



SCOPE OF WORK FOR PEST CONTROL SERVICES

Hunters Services will furnish all materials, labor, equipment to:

1. Hunters Services will perform exterior treatment on a quarterly basis and interiors upon request at no additional charge at the following locations at:
 - Ukiah Sports Complex – 905 City Well Rd
 - Ukiah Skate Park – 1043 Low Gap Rd
 - Ukiah Municipal Pool – 511 Park Blvd
 - City of Ukiah Day Camp – 555 Park Blvd
 - Vinewood Park – 1260 Elm St
 - Anton Stadium – 506 Park Blvd
 - Alex R Thomas Plaza – 310 S. State St
 - Observatory Park – 407 Luce St
 - Parks Maintenance Office – 185 Mason St
2. Hunters Services will invoice quarterly in the fixed price amount of \$774.00, for a total not to exceed amount of \$9,288.00 during this 3-year agreement.
3. Pests covered in this agreement: Roaches, Wasps, Ants, Spiders, Fleas, Earwigs, Silverfish, Crickets, Rodents (traps and glueboards), and Millipedes.
4. It is the responsibility of Hunters Services that designated Field Representative is licensed by the State of California and that all chemical applications are made in accordance with all Local, State and Federal regulations including those set by the Environmental Protection Agency.
5. Hunters Services will provide Material Safety Data Sheets for all chemicals applied to serviced locations.

CITY OF UKIAH
AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
HUNTERS SERVICES and THE CITY OF UKIAH

This Amendment No. 1, entered on July 9th, 2019, revises the Agreement for Professional services dated March 19th, 2019 between the City of Ukiah and Hunter Services for professional pest control services at various City of Ukiah locations.

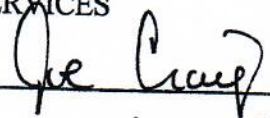
1. Perform exterior treatment on a quarterly basis and interiors upon request at no additional charge at the following location:
 - Ukiah Valley Conference Center – 200 S. School ST.

This Amendment No. 1 adds an additional not-to-exceed amount of \$1,380.00, for a total revised not-to-exceed contract amount of \$10,668.00.

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

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

HUNTERS SERVICES

BY: 

DATE: 7-9-19

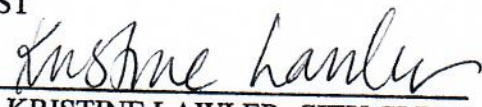
PRINT NAME: JOE CRAIG

CITY OF UKIAH

BY: 
SAGE SANGIACOMO, CITY MANAGER

DATE: 7-18-19

ATTEST

BY: 
KRISTINE LAWLER, CITY CLERK

DATE: 7-18-19

HUNTERS SERVICES

COMMERCIAL & RESIDENTIAL

Pests * Termites * Birds * Repairs * Lawn * Trees * Weed

June 27th, 2019

City of Ukiah
185 Mason St
Ukiah, CA
ATTN: Seth Strader

SUBJECT: COMMERCIAL PEST CONTROL SERVICES

Thank you for this opportunity to provide you information for services to protect your facility. We have been providing *pest, weed, turf, termite, and tree* control spray services to the North Valley area since 1992. We have developed a professional service that is the backbone of our company and are eager to service your needs.

INTENT

We will furnish all materials, labor, equipment, insurance, and State licenses to render the professional service set forth herein.

SCOPE OF SERVICE

- Hunters Services will Perform Exterior Treatment on a Quarterly basis, Interiors upon request at no additional charge

Pests covered by this agreement: Roaches, Wasps, Ants, Spiders, Fleas, Earwigs, Silverfish, Crickets, Rodents (Traps and Glue boards), Millipedes.

At Hunters, we assign a state licensed representative to all of our accounts. The Field Representative assigned to your account is licensed by the State of California. It is the responsibility of our Field Representative to ensure that all chemical applications are made in accordance with all Local, State, and Federal regulations including those set by the Environmental Protection Agency.

II. Terms of Agreement.

- Ukiah Conference Center
200 S. School St

\$115.00

Total:

\$460.00 annually

- This agreement is for a term of 3 years.

Services provided to Hunters Services Customers and specific to this service:

- Annual Limited Termite inspections at no charge.
- All areas treated by Hunters are guaranteed during the length of this agreement.

Hunters Services would like to be your Pest Control Specialists and if you give us this distinction, we will work hard to keep it!

If you have any question or concerns in regards to this project or any of our other services we provide, please feel free to contact me.

Sincerely,
Joe Craig
Office: 530-342-8950 ext 106
Fax: 530-342-8952
joe@huntersservices.com

X.

Date

7-9-19

Accepted by,

X

Date

7-18-19



AGENDA SUMMARY REPORT

SUBJECT: Award of Contract to Golden Bell Products in the Amount of \$26,632.50 for Insecta Application to 1,005 Manholes and Approval of Corresponding Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Rick Seanor

ATTACHMENTS:

None

Summary: City staff is requesting Council's approval of a budget amendment and award of contract to Golden Bell Products in the amount of \$26,632.50 for the treatment of 1,005 manholes in both the City limits and the Ukiah Valley Sanitation District. Insecta is a latex protective coating utilized by the City to keep sewer manholes clear of pests.

Background: The City last treated its sewer manholes with Insecta coating for pest control in 2016.

Insecta is the only registered product of its type with an active ingredient labeled for use in sewer manholes. Golden Bell Products is the sole applicator and distributor of Insecta, and has provided the service and product that is used in sewer manholes for the control of pests throughout California since 1998. The product has a two-year guarantee provided by Golden Bell. More than 60 agencies and special districts in California use this product.

RECOMMENDED ACTION: Award contract to Golden Bell Products in the amount of \$26,632.50 for Insecta application to 1,005 manholes and approval of budget amendment transferring \$6,632.50 from 84000000 Wastewater reserves, to 84027221.52100 Wastewater Contractual Services.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: \$26,632.50 in A/C #84027221.52100

PROPOSED BUDGET AMOUNT: \$6,632.50 increase to A/C #84027221.52100. Total budget 33,625.00.

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

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

Approved: _____


Sage Sangiacomo, City Manager

The application price is \$26.50 per manhole which is the same price quoted from the previous contract with the City of Ukiah in September 2016.

Discussion: City staff is requesting the award of contract to Golden Bell Products in the amount of \$26,632.50 for the treatment of 1,005 manholes in both the City limits and the Ukiah Valley Sanitation District. This effort will ensure that the system remains clear of pests. Staff is also requesting a budget amendment to be approved, transferring \$6,632.50 from 84000000 Wastewater reserves, to 84027221.52100 Wastewater Contractual Services – as detailed below. This item is also being referred to the Ukiah Valley Sanitation District for their consideration.



AGENDA SUMMARY REPORT

SUBJECT: Report to the City Council of the Contract Expenditure with Laco Associates for the Preparation and Filing of the Hazard Mitigation Grant Application in the Amount of \$19,500.00 (EUD)

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers

ATTACHMENTS:

None

Summary: Council will receive a report for the contract expenditure of \$19,500.00 for the preparation and filing of the Hazard Mitigation Grant Application with the California Office of Emergency Services (CALOES).

Background: Pursuant to the requirements of Section 1522 of the Municipal Code, staff is reporting to City Council the expenditure of a professional services contract to complete grant application preparation in the amount of \$19,500.00.

In March, the City of Ukiah Electric Utility (EUD) contracted with Laco Associates to complete two Notices of Intent (NOI) with CALOES for the Hazard Mitigation Grant Program. The original contract amount for the NOI completion was \$4,500.00. The EUD identified projects that were grant eligible to mitigate the risk of wildfire caused by weather systems that result in a high chance of ignition during the summer months. The first NOI identified projects that would help prevent ignition due to high winds. The second identified additional vegetation clearing that exceeds industry standards. Both NOIs were approved in April. Upon approval of the NOI's, the contract was amended to complete the grant application and file with CALOES. The total amended contract amount is \$19,500.00.

RECOMMENDED ACTION: Report to the City Council of the Contract Expenditure with Laco Associates for the Preparation and Filing of the Hazard Mitigation Grant Application in the Amount of \$19,500.00 (EUD)

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: FY2018/19; \$41,528.78; 80026400.52100

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Electric Administration

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU-1819-199

COORDINATED WITH: Mary Horger, Procurement Manager

Approved:


Sage Sangiacomo, City Manager

During completion of the application, the two projects identified were combined into one grant application in the amount of \$3,665,448.00.

Discussion: Staff recommends Council receive report of the contract expenditure with Laco Associates for the preparation and filing of the Hazard Mitigation Grant Application in the amount of \$19,500.00.



AGENDA SUMMARY REPORT

SUBJECT: Award Three-Year Contract to Evergreen Job and Safety Training in the Amount of \$77,140.64 to Provide Job and Safety Training for the Electric Utility Employees. (EUD)

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1 Evergreen Job & Safety Training Proposal](#)

Summary: Staff is recommending Council to award a three-year contract to Evergreen Job and Safety Training in the amount of \$77,140.64.

Background: Operational & Safety training is required by California Title 8 High Voltage Electrical Safety Orders for the Electric Utility employees.

The safety training for the Electric Utility employees includes twelve (12) training sessions per year that cover the following areas: Cardiopulmonary Resuscitation (CPR), First Aid and Automated External Defibrillator (AED), Excavations and Mechanical Equipment, Transformers and Electrical Theory, Fall Protection – Classroom and In The Field Training (50%-50%), Substations, Underground Residential Distribution (U.R.D.), Heat Illness and Overhead Lines, Electrical Burns and Personal Protective Equipment (PPE), Emergency Rescue Procedures (E.R.P.) Pole Top and Bucket Truck Rescue, Grounding/Lock-out Tag-out Procedures (per City Policy), Hearing Conservation 3, Hot Sticks and Grounds Testing, Meter Safety, Rubber Glove Re-Certification, Confined Spaces and Energized Parts, Job Briefings and Fork Lift Re-Certification, Flagging and Traffic Control, and Live Line Tools.

RECOMMENDED ACTION: Award Three-Year Contract to Evergreen Job and Safety Training in the Amount of \$77,140.64 to Provide Job and Safety Training for the Electric Utility Employees.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$28,000; FY 19-20; #80026110.52100

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Overhead Contracted Services

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1516-155

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

Approved:


Sage Sangiacomo, City Manager

Discussion: In the Ukiah area, sources for these services, especially those that cover this large range of training topics, are limited. Staff researched Job and Safety Training providers as well as reaching out to other municipalities with Electric Utilities to get information on how they provide the required training to their crews. A list of potential companies was shared and those companies were contacted, only to find out they could not provide the requested curriculum or did not do on-site training.

Evergreen Job and Safety Training submitted a proposal. The cost for the requested training is \$2,109.12 per month for monthly training for years one and two, with a 4% increase in year three, for a revised amount of \$2,193.48 per month. In addition, the cost for CPR/First Aid and Traffic Control materials would be billed at the provider's cost, with prior City authorization, thus the addition of \$200 to the total training cost to cover these incidentals. Evergreen's proposal was reviewed and found acceptable, and is provided as Attachment 1. The cost for the Electric Utility employee safety training will be \$25,309.44 per year for the first two years and \$26,321.76 for year three, resulting in a total contract amount of \$77,140.64 for a three-year period.

It is staff's recommendation that a three-year contract for Job and Safety Training be awarded to Evergreen Job and Safety Training in the amount of \$77,140.64. Funds for the first year have been budgeted and are available in FY 2019/2020 in account 80026110.52100. Years 2-3 will be subject to budget approval in future fiscal years.



Evergreen Job & Safety Training, Inc.

1352 Palmerston Loop

Roseville, CA 95678

Office: (916) 742-1811

Fax: (916) 742-1852

evergreenjobandsafety@gmail.com

City of Ukiah
Electric Department
1320 Airport Rd.
Ukiah, CA 95482

Re: Contract Proposal: July 1, 2019 - June 30, 2022

To Whom It May Concern,

I appreciate the opportunity to present you with this proposal. As your training instructor, I will be dedicated to providing you with the best possible service to meet the specific needs of the City of Ukiah Electric Department. This proposal is based on 12 programs per year, with a price per meeting of \$2,109.12 for the first year and second years, with a 4% increase for the third year at \$2,193.482 per meeting. The total fee for all three years combined would be \$76,940.64.

Year One:	\$2,109.12 per meeting	(12 meetings)	25,309.44
Year Two:	\$2,109.12 per meeting	(12 meetings)	25,309.44
Year Three:	\$2,193.48 per meeting	(12 meetings)	26,321.76

76,940.64 + 200.00 = 77,140.64
Incidentals

This proposal includes all of my expenses, including but not limited to; administration, record keeping, program development, travel, lodging and meals. Certain additional training materials, such as CPR/First Aid and Traffic Control materials will be billed to you at my cost. I will discuss the cost of these materials prior to supplying any of them to your employees.

Scope of Work:

As your contractor, I fully understand the scope of work the city is requiring. Over the course of this contract, the scope of work to be provided includes, but is not limited to, the following:

1. CPR, First Aid and AED
2. Excavations & Mechanical Equipment
3. Transformers & Electrical Theory
4. Fall Protection- Classroom & field training 50%/50%
5. Substations
6. U.R.D. (Underground Residential Distribution)
7. Heat Illness & Overhead Lines

8. Electrical Burns & PPE
9. E.R.P. (Emergency Rescue Procedures) Pole Top and Bucket Truck Rescue
10. Grounding/Lock-out Tag-out Procedures (per city policy)
11. Hearing Conservation 3
12. Hot Sticks and Grounds Testing
13. Meter Safety/Single Phase & Poly Phase Meter Installation and Change Outs
14. Rubber Glove Re-Certifications
15. Enclosed Spaces & Energized Parts
16. Job Briefings & Fork Lift Re-Certification
17. Flagging & Traffic Control
18. Live Line Tools & Grounds Testing

Qualifications & Prior Experience:

Evergreen Job & Safety Training, Inc. has been providing safety training for the past 22 years to electrical utilities and municipalities throughout California, Oregon & Nevada. We offer more than 57 courses in the areas of general safety and technical training, including all 23 topics in the OSHA 1910.269 regulations, as well as Cal-OSHA Title 8 regulations. We offer training on a monthly basis, semi-annually, and also as a one-time service, all at competitive pricing to our clients. We are dedicated to educating our clients on the most up-to-date safety requirements and regulations in order to promote safe work practices for all employees in the industry.

As the company's owner and trainer, I have worked in the electrical line trade for more than 23 years. I have a broad range of experience as a journeyman lineman/line foreman including employment for both outside line contractors and utilities. I have experience working under a vast variety of safety regulations and standards within the trade. My personal experience as a journeyman drives my commitment to providing exceptional education to all line workers in order to maintain respect of the trade, improve the quality of work, and ensure a safe working environment. I have enclosed with this proposal, a list of the services and courses that my company provides.

If this proposal meets your approval, I will proceed with addressing any additional contract requirements you have, in addition to providing you a course schedule for upcoming year. This proposal is a firm, irrevocable offer 90 days. Furthermore, I will comply with the insurance requirements for the City of Ukiah. I look forward to serving you in this capacity. Please contact me if you have any questions.

Sincerely,

Jesse Langslet

Jesse Langslet
Owner/Instructor

References:

Jason Harston
(530) 249-4605
Plumas-Sierra Rural Electric Cooperative
Portola, CA

Andy Lethbridge
(530) 598-4766
Trinity Public Utilities District
Weaverville, CA

Todd Woolman
(707) 480-6485
City of Healdsburg - Electric Department
Healdsburg, CA



AGENDA SUMMARY REPORT

SUBJECT: Award Bid to Bartley Pump in the Amount of \$137,650 for the Installation of the El Dorado Sewer Lift Station.

DEPARTMENT: Public Works

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[Attachment 1 - Bid_Results_Spec 19-13 El Dorado Lift Station](#)

[Attachment 2 - Bartley Pump Bid](#)

Summary: Council will consider awarding a bid to Bartley Pump in the amount of \$137,650 for the installation of the El Dorado Sewer Lift Station.

Background: Over the course of the last year, the existing sewer lift station that serves the El Dorado area of the wastewater collection system has begun to fail. Currently, only one of the two pumps are operational. These pumps have aged to the point where they need to be replaced, but are difficult to source. In addition, the steel structure that serves as the wet well for the wastewater has deteriorated.

Discussion: In August of last year, Council approved the purchase of new lift station equipment, including a new wet well and new pumps. Staff prepared bid documents for the installation of the new sewer lift station. and they were released on July 8, 2019. Bids were opened on August 1, 2019, at which time three bids were

RECOMMENDED ACTION: Award Bid to Bartley Pump in the amount of \$137,650 for the installation of the El Dorado Sewer Lift Station.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 944 - Ukiah Valley Sanitation District Sewer Capital Projects Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

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

Approved: _____


Sage Sangiacomo, City Manager

received. The bid tabulation is included as Attachment #1. Staff is recommending approving a contract to Bartley Pump in the amount of \$137,650 for the installation. A copy of their bid is provided as Attachment #2.

The contract award is also subject to the approval of the Ukiah Valley Sanitation District and, if approved, will be funded directly from their Sewer Capital Projects fund.

ATTACHMENT 1

SPEC 19-13 EL DORADO LIFT STATION REPLACEMENT											
City of Ukiah											
Bid Opening:2019-08-01						Bartley Pump PM LLC		Ghilotti Construction Co.		Fort Bragg Electric	
						4000 S Moorland Ave Santa Rosa, CA 95407		246 Ghilotti Avenue Santa Rosa, CA 95407		489 South Harrison Street Fort Bragg, CA 95437	
Base Bid											
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total		
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$5,500.00	\$5,500.00	\$24,000.00	\$24,000.00	\$18,776.00	\$18,776.00		
2	REMOVE EXISTING PUMP STATION	1	EA	\$16,600.00	\$16,600.00	\$12,000.00	\$12,000.00	\$43,824.00	\$43,824.00		
3	REMOVE EXISTING VALVE VAULT AND VALVE ASSEMBLY	1	EA	\$13,300.00	\$13,300.00	\$6,500.00	\$6,500.00	\$18,150.00	\$18,150.00		
4	REMOVE EXISTING CONTROL CABINET	1	EA	\$2,750.00	\$2,750.00	\$2,500.00	\$2,500.00	\$1,153.00	\$1,153.00		
5	INSTALL PUMP STATION	1	EA	\$41,000.00	\$41,000.00	\$54,400.00	\$54,400.00	\$36,095.00	\$36,095.00		
6	INSTALL (2) PUMPS	1	EA	\$3,300.00	\$3,300.00	\$5,500.00	\$5,500.00	\$5,938.00	\$5,938.00		
7	INSTALL VALVE VAULT AND VALVE ASSEMBLY	1	EA	\$6,600.00	\$6,600.00	\$10,000.00	\$10,000.00	\$21,197.00	\$21,197.00		
8	INSTALL LEVEL SENSORS	3	EA	\$1,100.00	\$3,300.00	\$550.00	\$1,650.00	\$1,012.00	\$3,036.00		
9	INSTALL CONTROL CABINET	1	EA	\$3,300.00	\$3,300.00	\$16,000.00	\$16,000.00	\$7,179.00	\$7,179.00		
10	INSTALL NEW POWER POLE AND METER	1	LS	\$27,000.00	\$27,000.00	\$17,000.00	\$17,000.00	\$7,841.00	\$7,841.00		
11	INSTALL NEW 480V 3 PH. FROM METER TO CABINET	1	LS	\$10,000.00	\$10,000.00	\$1,650.00	\$1,650.00	\$4,062.00	\$4,062.00		
12	TIE-IN TO EXISTING	1	LS	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00	\$7,411.00	\$7,411.00		
Total					\$137,650.00		\$162,200.00		\$174,662.00		
Listed Subs				Pacific Coast Drilling Auger		Coastal Mountain Electric Electrical		Rose Engineering Excavation			

ATTACHMENT 2

BID SUBMITTAL CHECKLIST

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

Did you include?...

- **Proposal (Page 30)**
 - Unit prices filled out clearly.
 - Extended prices filled out clearly and calculated correctly
 - Total bid amount filled out clearly and calculated correctly
 - Sign the proposal, and provide complete information
 - CLSB No. and expiration date
 - Department of Industrial Relations Public Works Contractor Registration Number
- **Fair Employment Practices Certification (Page 34)**
 - Filled out completely per instruction
- **Worker's Compensation Certificate (Page 35)**
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment (Page 36)**
 - Filled out completely per instruction
- **List of Proposed Subcontractors (Page 37)**
 - Filled out completely per instruction
- **Statement of Experience (Page 38)**
- **Signature of Bidder (Page 39)**
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond (Page 40)**
 - Filled out completely per instruction
- **Non-Collusion Affidavit (Page 41)**
 - Filled out completely per instruction
 - Notarized
- **Addenda Issued**
 - Check the City website for any addenda issued: www.cityofukiah.com/purchasing.

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
EL DORADO LIFT STATION REPLACEMENT
Specification No. 19-13**

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

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

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

BIDDING SCHEDULE

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

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

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

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

Lowest bid will be based on the lowest Base Bid.

NAME OF BIDDER:
SPEC #:
PROJECT NAME:

Bartley Pump PM LLC.
19-13
EL DORADO LIFT STATION REPLACEMENT

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION/DEMOBILIZATION	LS	1	\$ <u>5500.</u>	\$ <u>5500.00</u>
2	REMOVE EXISTING PUMP STATION	EA	1	\$ <u>16,600.</u>	\$ <u>16,600.00</u>
3	REMOVE EXISTING VALVE VAULT AND VALVE ASSEMBLY	EA	1	\$ <u>13,300.</u>	\$ <u>13,300.00</u>
4	REMOVE EXISTING CONTROL CABINET	EA	1	\$ <u>2750.</u>	\$ <u>2750.00</u>
5	INSTALL PUMP STATION	EA	1	\$ <u>41,000.</u>	\$ <u>41,000.00</u>
6	INSTALL (2) PUMPS	EA	1	\$ <u>3300</u>	\$ <u>3300.00</u>
7	INSTALL VALVE VAULT AND VALVE ASSEMBLY	EA	1	\$ <u>6600</u>	\$ <u>6600.00</u>
8	INSTALL LEVEL SENSORS	EA	3	\$ <u>1100.</u>	\$ <u>3300.00</u>
9	INSTALL CONTROL CABINET	EA	1	\$ <u>3300.</u>	\$ <u>3300.00</u>
10	INSTALL NEW POWER POLE AND METER	LS	1	\$ <u>27,000</u>	\$ <u>27,000.00</u>
11	INSTALL NEW 480V 3PH, FROM METER TO CABINET	LS	1	\$ <u>10,000.</u>	\$ <u>10,000.00</u>
12	TIE-IN TO EXISTING	LS	1	\$ <u>5000</u>	\$ <u>5 000.00</u>
TOTAL BID ==>>					\$ <u>137,650.00</u>

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.

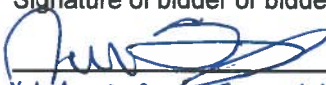
Witness our hands this day of July 26, 2019

Licensed in accordance with an act providing for the registration of California Contractors License No. 1033562, expiration date 12/31/19

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: 1000054366

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

 Jason Smith Bartley Pump PM LLC
4000 S. Moorland Ave.
Santa Rosa CA 95407
707-584-9191 707-584-9198

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.

Donald Devine Pumpman
160 Pehle Ave. Suite 307
Saddle Brook NJ 07663

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO:

City of Ukiah
Department of Public Works

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.

EL DORADO LIFT STATION REPLACEMENT


(Signature of Bidder)

Business Mailing Address:

Bartley Pump, PM LLC
4000 S. Moorland Ave.
Santa Rosa CA 95407

Business Location:

4000 S. Moorland Ave.
Santa Rosa CA 95407

(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 26th day of July, 2019

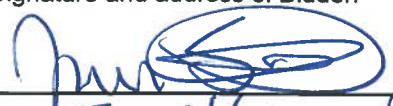
Signature of Bidder, with Business Address:

[Signature]
JASON SMITH for Bartley Pump
4000 S. Moorland Ave.
Santa Rosa CA 95407
PM LLC

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

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

Signature and address of Bidder:


 JASON SMITH Date 7/26/19
 Bartley Pump PM LLC
 4000 S. Moorland Ave.
 Santa Rosa CA 95407

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

LIST OF PROPOSED SUBCONTRACTORS

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

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK
Pacific Coast Drilling	539855	100001271	364 Bellevue Santa Rosa CA 95407	Auge ✓

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.

City of Cloverdale 707-894-1707

Well 13 + 14

Total Cost \$613,273

Time of completion 120 days

Palomino Lakes 702-544-8807

Water Supply System

Total Cost \$283,195

Time of Completion 100 days

CMSA

Contract No. 17-01

Total Cost \$110,530

Time of Completion 90 days

SIGNATURE(S) OF BIDDER

Accompanying this proposal is Bidders 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.

Pumpman
Donald Devine, CEO
Jason Smith, General Manager

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

License No. 1033562, License Expiration Date 12/31/19

Signature(s) of Bidder:

[Signature]
Jason Smith
General 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:

4000 S. Moorland Ave.
Santa Rosa CA 95402

Place of residence:

Same N/A

Dated:

7/26/19

CRYSTAL & COMPANY

The integrity of independence.

Crystal & Company
32 Old Slip
New York, NY 10005
DIRECT 215-531-8315
WILLIAM.JUNGREIS@ALLIANT.COM

July 23, 2019

Mr. Donald Devine, CEO
PumpMan
160 Pehle Avenue, Suite 307
Saddle Brook, NJ 07663

FedEx 201-928-7356

RE: Principal: Bartley Pump PM, LLC
Bid Bond: 10% (E.C.P. \$200,000)
El Dorado Lift Station Replacement – Specification No. 19-13

Dear Don:

We are pleased to enclose the captioned original Bid Bond for Barley Pump PM, LLC to the City of Ukiah, CA. The Bid Bond is written through The Guarantee Company of North America USA effective July 23, 2019. Please execute the Bond on the line above your printed name. The original fully executed Bid Bond documents should be submitted with your Bid.

If you have any questions feel free to contact me directly.

Best regards,



William Jungreis

Enclosure: Original Bid Bond

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Bartley Pump PM, LLC

_____, as PRINCIPAL and

The Guarantee Company of North America USA

_____, 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 of Amount Bid (10%)

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 August 1, 2019 for EL DORADO LIFT STATION REPLACEMENT, SPEC. NO. 19-13.

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 23rd day of July,
A.D. 20 19.

Donald Devine (Seal)

Donald Devine, Chief Executive Officer (Seal)

Bartley Pump PM, LLC (Seal)

Principal

William Jungreis (Seal)

William Jungreis, Attorney-in-fact (Seal)

The Guarantee Company of North America USA (Seal)
Surety

Address: One Towne Square, Suite 1470

Southfield, MI 48076-3725



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

James F. Crystal, Sanford F. Crystal, William Jungreis
Crystal IBC LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 23rd day of January, 2019

Randall Musselman

Randall Musselman, Secretary

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Home Office, Southfield, Michigan

STATUTORY BALANCE SHEET

December 31, 2018

ASSETS

Cash and Short-Term Investments	\$ 88,508,407
Marketable Securities	151,857,941
Premium and Agents Balances (under 90 days)	5,007,524
Reinsurance Receivable on paid losses	529,666
Accrued Interest and Dividends	812,435
Net Deferred Tax Asset	1,637,933
Other Assets	<u>1,195,275</u>
Total Admitted Assets	<u><u>\$249,549,181</u></u>

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	\$ 9,077,422
Unearned Premium Reserve	22,744,950
Accrued Expenses	4,210,825
Ceded Reinsurance Premiums Payable	1,207,940
Taxes, Licenses and Fees Payable	374,668
Federal Income Tax Payable	296,413
Funds Held	9,869,832
Other Liabilities	<u>1,844,929</u>
Total Liabilities	<u><u>\$ 49,626,979</u></u>

CAPITAL AND SURPLUS

Common Stock and Paid-In Capital	\$144,020,970
Surplus	<u>55,901,232</u>
Total Policyholders' Surplus	<u><u>\$199,922,202</u></u>
 Total Liabilities, Capital and Surplus	 <u><u>\$249,549,181</u></u>

State of Michigan
County of Oakland

Stephen C. Ruschak being duly sworn, says: That he is the President & COO of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 2018.

Sworn to before me this 19th day of March 2019.

Cynthia A. Takai
Notary

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting In Oakland County

Stephen C. Ruschak
Stephen C. Ruschak, President & COO

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 EL DORADO LIFT STATION REPLACEMENT, SPEC. NO. 19-13 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.

Jason Smith
General Manager

[Signature]
Signature(s) of Bidder

Business Address:

Bartley Pump PM LLC
4000 E. Moorland Ave
Santa Rosa CA 95407

Place of Residence:

Same

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.

NOTARIZATION

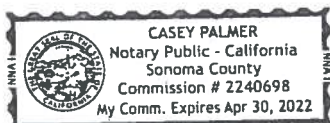
Subscribed and sworn to before me this 26 day of July, 2019.

Jason Robert Smith

Casey Palmer, Notary Public

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

My Commission Expires 4/30, 2022.



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.

JURAT

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

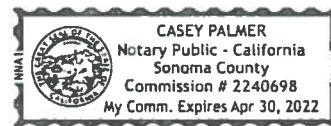
County of Sonoma

Subscribed and sworn to (or affirmed) before me on this 26 day of July,
2019 by Jason Robert Smith

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Casey Palmer
Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.



AGENDA SUMMARY REPORT

SUBJECT: Approve Amending the Budget for Housing Accounts.

DEPARTMENT: Finance

PREPARED BY: Mary Horger

ATTACHMENTS:

None

Summary: The Council will consider approval of amending the budget for the newly developed housing budget accounts.

Background: The Community Development Block Grant (CDBG) program provides communities with resources to address a wide range of unique community development needs. The program provides annual grants to local and state governments, of which the City is a recipient. The Community Development Department administers the Community Development Block Grant (CDBG) program funds, and is monitored with the assistance of the Finance Department. As part of the program, costs incurred to administer the program funds are eligible for reimbursement.

Discussion: Staff has been evaluating current methods of tracking costs related to the administration of the CDBG program. New account codes have been developed to assist in this endeavor. The accounts are held in the General Fund. As the expenses are incurred throughout a fiscal year, the costs will be reviewed on a

RECOMMENDED ACTION: Approve amending the budget for Housing accounts.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10023411.57100: \$0; 10023421.57100: \$0; 10023411.54100: \$0; 10023422.54100: \$0; 10023411.57300: \$0; 10023422.57300: \$0

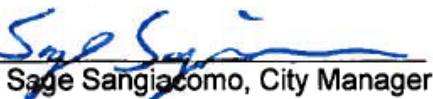
PROPOSED BUDGET AMOUNT: 10023411.57100: \$1,000; 10023421.57100: \$500; 10023411.54100: \$250; 10023422.54100: \$750; 10023411.57300: \$500; 10023422.57300: \$750

FINANCING SOURCE: Community Development Block Grant Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Craig Schlatter, Director of Community Development; Dan Buffalo, Director of Finance

Approved: _____


Sage Sangiacomo, City Manager

quarterly basis, and disbursement of funds will be requested from the State. At that point, the General Fund will be reimbursed.

Although these expenses will be reimbursed, budget appropriation for these expenditures still need to be approved by Council. Below is the list of accounts that need budget appropriation approved, and the corresponding requested amounts:

10023411.54100, CDBG General Admin, Supplies: \$250

10023411.57100, CDBG General Admin, Learning and Development: \$1,000

10023411.57300, CDBG General Admin, Memberships and Subscriptions: \$500

10023421.57100, Home General Admin, Learning and Development: \$500

10023422.54100, Home Activity Delivery, Supplies : \$750

10023422.57300, Home Activity Delivery, Memberships and Subscriptions: \$750



AGENDA SUMMARY REPORT

SUBJECT: Approve Cancellation of Purchase Order 45951 with Redwood Ford for a New 2020 Ford Explorer Interceptor, and Approve Re-Bid for a 3/4 Ton Crew Cab Truck.

DEPARTMENT: Fire

PREPARED BY: Mary Horger

ATTACHMENTS:

[Attachment 1 - PO 45951](#)

[Attachment 2 - V3164 - FIRE - COMMAND VEHICLE- Final](#)

[Attachment 3 - Correspondence from Redwood Ford](#)

Summary: Council will consider approving the cancellation of Purchase Order 45951 with Redwood Ford for a new 2020 Ford Explorer Interceptor, and approve a re-bid for a new 3/4 Ton Crew Cab Truck.

Background: As part of the Fire Authority's Fiscal Year 18/19 Capital Replacement Plan, a Ford Explorer was ordered from Redwood Ford to replace a 1999 Chevrolet S-10 Blazer. Please see Attachment 1 for a copy of Purchase Order 45951, and Attachment 2 for a copy of the Equipment Justification Sheet.

Discussion: In discussions with Command Staff at the Fire Authority, they have identified several advantages to the purchase of a pickup versus an SUV type vehicle. The advantages are listed below.

- 1) The initial purchase price is lower than an SUV.

RECOMMENDED ACTION: Approve cancellation of Purchase Order 45951 with Redwood Ford for a new 2020 Ford Explorer Interceptor, and approve a re-bid for a new 3/4 Ton Crew Cab Truck.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10021210.80100.V3164: \$41,575

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Purchase Order 45951

COORDINATED WITH: Douglas Hutchison, Fire Chief; Dave Kirch, Fleet and Plant Maintenance Supervisor

Approved: _____


Sage Sangiacomo, City Manager

- 2) The up-fitting costs are lower.
- 3) The separation of the cab and bed allows for dirty turnout gear to be stored outside the passenger compartment reducing the exposure to carcinogens.
- 4) The truck bed is easier to clean/decontaminate than the passenger compartment/cargo area of an SUV.
- 5) A pickup is better suited to be repurposed within the Fire Authority as a station-based utility vehicle.

Staff has contacted Redwood Ford, and established that the vehicle is not yet in production; they have no problem with the cancellation. Please see Attachment 3 for a correspondence from Redwood Ford confirming their approval. It is therefore Staff's recommendation to approve the cancellation of PO 45951, and approve the re-bid of the vehicle as a 3/4 ton crew cab truck. Once the bids have been received, staff will return to Council with an award recommendation.



Purchase Order

Fiscal Year 2019

Page 1 of 1

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

45951-00

Delivery must be made within
doors of specified destination.B
I
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T
OCITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482V
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RREDWOOD FORD
1170 S STATE ST
UKIAH CA 95482S
H
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P
T
OCITY OF UKIAH - CORPORATION YD
1320 AIRPORT ROAD
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number	Buyer			Date Ordered	Date Required
			Seth Strader			03/25/2019	06/17/2019
Delivery Reference		Freight Method/Terms		Department/Location			Sales Tax Rate
DAVE KIRCH		N30/FOB UKIAH		FIRE DEPARTMENT			0.000
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price	
1	NEW 2020 FORD EXPLORER INTERCEPTOR AS PER CITY OF UKIAH EQUIPMENT SPECIFICATION #E37522 - E4 VERMILLION RED PAINT		1.0	EACH	\$38,151.000	\$38,151.00	
2	TIRE & FILING FEES		38.8	DOLL	\$1.000	\$38.75	
3	TAX @ 8.875%		3385.9	DOLL	\$1.000	\$3,385.90	
REF REQ E37522 AS PER BID E37522 DATED 2/13/19 COUNCIL APPROVED: 3/20/19							

By 
Purchasing Supervisor

VENDOR COPY

PO Total

\$41,575.65

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Vehicle & Heavy Equipment Request & Justification

FOR FISCAL YEAR: 2018/2019

ITEM: COMMAND/CHIEF OFFICER VEHICLE		ASSET USEFUL LIFE: 5-10 YEARS		ESTIMATED COST: \$50,000
SUBMITTED BY: ERIC SINGLETON, FIRE CAPTAIN				
NEW REQUEST OR REPLACEMENT OF EXISTING?: Replacement of existing.				
DEPARTMENT(S)	DIVISION(S)	PROJECT CODE	ORG & OBJECT ACCOUNT CODE	PROPOSED BUDGETED AMOUNT FOR EACH DEPT/DIV
FIRE AUTHORITY	CITY FIRE	V3164	10021210.80100	\$50,000.00
EXISTING VEHICLE OR EQUIPMENT REQUESTING TO BE REPLACED				
CITY EQUIPMENT #	YEAR	MODEL	VIN/SERIAL #	
U6515	1999	CHEVY 4X4 BLAZER	1GNDT13W6X2209361	
ESTIMATED LIFE IN MILEAGE/HOURS	CURRENT MILEAGE/HOURS	ORIGINAL PURCHASE PRICE		ESTIMATED SALVAGE/RESALE VALUE
100000 miles	104,000 MILES	\$26,700.00		\$700.00
CURRENT CONDITION: Fair. Intermittent non-operational dash gauge display.				
MAINTENANCE COSTS TO DATE		ADDITIONAL NEEDED REPAIRS ESTIMATE (IF APPLICABLE)		MEET CARB STANDARDS?
\$17,231.00		None.		Meets 2018 Standards.
ESTIMATED OUT-OF-SERVICE TIME			PARTS AVAILABILITY	
159 hours			SOME OEM PARTS ARE AVAILABLE	
PROPOSED VEHICLE OR HEAVY EQUIPMENT				
PROPOSED EQUIPMENT SPECIFICATIONS (ATTACH ADDITIONAL DOCUMENTATION IF NECESSARY): 2018 /2019 FORD EXPLORER, EXPEDITION OR F150 XL SUPER CREW OR EQUAL.				
EST. MILEAGE/HOURS PER YEAR		7,000 - 10,000 MILES		
JUSTIFICATION/USE/NEED: The vehicle will be used on a daily basis by the Ukiah Valley Fire Authority as a Command/Chief Officer vehicle. It will be assigned to the new permanent Fire Chief as a staff vehicle and to respond to emergency incidents as needed. It will provide a mobile incident command post with extensive communication capability.				
COST/BENEFIT ANALYSIS: Based on past history, use of the vehicles should extend well beyond the standard useful life of 5-10 year, to most likely 10-15 years. Based on this estimation, the cost for the vehicle alone will be approximately \$3,300 per year. The benefit it will provide is the necessary equipment needed for Fire Chief for proper response to emergency incidents. <i>Please see attached supplemental information.</i>				
OTHER INDIRECT BENEFITS: None.				
ALTERNATE SOLUTIONS EXPLORED: Continued use of existing vehicles is not recommended.				
ADDITIONAL COMMENTS: N/A				
REVIEWED & APPROVED BY:		SIGNATURE		DATE
DEPARTMENT HEAD				
FLEET MAINTENANCE SUPERVISOR				

MAINTENANCE COSTS - FIRE COMMAND VEHICLE V3164		
Year	Miles	Cost
2004/2005	37000	\$ 3,768.00
2005/2006	41830	\$ 3,044.00
2006/2007	52000	\$ 6,397.00
2007/2008	61900	\$ 4,946.00
2008/2009	77610	\$ 6,060.00
2009/2010	85100	\$ 1,496.00
2010/2011	90082	\$ 1,500.00
2011/2012	91960	\$ 891.00
2012/2013	98900	\$ 1,489.00
2013/2014	100000	\$ -
2014/2015	100398	\$ 849.00
2015/2016	100857	\$ -
TOTALS	100857	\$ 17,231.00

Mary Horger

From: John Lanzit <j.lanzit@att.net>
Sent: Thursday, July 25, 2019 9:38 AM
To: Mary Horger
Subject: Red Explorer

Mary

No problem to cancel the order on the 2019 Explorer for the Fire Dept.

John Lanzit
Redwood Ford
Sales & Fleet Manager



AGENDA SUMMARY REPORT

SUBJECT: Receive a Status Update on the County's Development of a Potential Exclusive Operating Agreement for Inland Mendocino County Ambulance Services, and Consider the City of Ukiah's Continued Participation.

DEPARTMENT: Fire

PREPARED BY: Doug Hutchison

ATTACHMENTS:

[Attachment #1 - 03-02-16 13f Signed Letter](#)

[Attachment #2 - MOU EOA County of Mendocino 2018-05-20](#)

[Attachment #3 - 2019-02-28 Ltr fm City to County RE EOA RFP](#)

[Attachment #4 - Ltr Agreement extending MOU County EOA 3-4-19](#)

[Attachment #5 - City RFP Questions 3-22-19](#)

Summary: The County of Mendocino and Coastal Valleys EMS, after meeting with the City of Ukiah, are proceeding with their Request for Proposal (RFP) for Ambulance Service without addressing the concerns raised by the City. Given the deficiencies in the County's RFP and solicitation process, City staff is seeking direction from the City Council.

Background: Several years ago, the County of Mendocino, along with Coastal Valleys EMS, who is the County's contracted Local Emergency Medical Services Agency (LEMSA), began the process of developing an Exclusive Operating Area (EOA) for ambulance service and a corresponding request for proposals (RFP) to

RECOMMENDED ACTION: Authorize notice to the County of Mendocino declining inclusion in the County's exclusive operating area, and authorize staff to identify and evaluate options for the continued delivery of EMS services within the City of Ukiah.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager and Kurt Henke, AP Triton

Approved: _____


Sage Sangiacomo, City Manager

solicit service providers. An exclusive operating area would allow a single ambulance company to provide service within that area. The County's proposed EOA encompasses most of inland Mendocino County, including the incorporated cities (Willits and Ukiah), Anderson Valley, Hopland, Laytonville, and Covelo.

It has been the County's desire to include the City of Ukiah's historical service area within the EOA, while the City has maintained and expressed both verbally and in writing that it is a 1797.201 (Health and Safety Code) provider of ambulance, dispatch and first response services. At no time did the City ever transfer its rights or obligations under 1797.201 to the County.

The City of Ukiah has attempted to constructively engage with the County and Coastal Valley EMS throughout the EOA/RFP development process. At the early stages, City staff communicated the following points:

1. The level of service within the City of Ukiah and Ukiah Valley must be maintained at historical levels or at a level that is better than the historic levels.
2. The impact to existing public safety, namely fire, must be mitigated and coordinated with the EMS providers. Efforts to integrate services between providers and existing fire services should be identified and included in the RFP, rather than negotiated during the bidding process or after award of the contract.

In a letter dated March 2, 2016, to the County (Attachment #1), the City Council expressed concerns that establishing a large EOA could result in a reduction in the emergency medical services for the City of Ukiah unless adequate specifications were developed that imposed enforceable standards of service. At that time, Council also requested an agreement with the County to protect the level of service for the community. While an agreement was not forthcoming, the City continued to receive assurances from the County that the above outlined points would be addressed prior to the release of the RFP.

During the County's development of the RFP, the County took the position that the City could not participate in the drafting of the document because of the potential contractual relationships that may arise between the City and potential bidders related to support and back-up services. As an alternative, the City recommended an open and transparent RFP development process that would have allowed for input/review from stakeholders, the community, and the Board of Supervisors prior to release. While some early input was solicited from key stakeholders, the County proceeded with a closed development process, from which the City was excluded.

After several years of back and forth between the County, LEMSA, and the State Emergency Medical Services Agency (EMSA), the County indicated it was finally ready to move forward with the RFP in 2018. Since the County had taken the position that it could not provide the draft RFP to the City or the Ukiah Valley Fire District (a potential subcontractor) for their review and comment before the formal RFP was released, the City and District were not afforded an opportunity to fully address the provisions of the RFP that could impact the quality of emergency ambulance service in the City and the District; as well as the cost of service, the impact on the City's provision of EMS in the City and the District, or other aspects of emergency ambulance service as they may impact the City or the District. In order to address this shortfall, the County agreed to a Memorandum of Understanding (MOU) in May of 2018, which obligated the County to meet and confer in good faith to address the City's concerns after the release of the RFP (Attachment #2).

On February 19th of 2019, the County released the RFP, which can be accessed at <https://www.mendocinocounty.org/Home/Components/RFP/RFP/1510/181>. All addendum and RFP related documents are also available through the link.

A review of the RFP revealed numerous concerns and issues for the City (and other local fire districts/stakeholders), including inadequate response time requirements, inadequate penalties for noncompliance, inadequate financial contributions to offset the cost of dispatch, and a lack of fiscal incentives to partner with local agencies to achieve higher efficiencies and better patient outcomes. Pursuant to the MOU, a meet and confer was requested by the City (Attachment #3).

On March 11, 2019, City and County staff met to discuss the City's concerns. At the meeting, the County indicated additional options should be considered, but was not specific regarding those options, nor were they willing to discuss those options prior to being released as part of the RFP process. The County did agree to extend the meet and confer process with the City to allow for additional discussion following the release of any revisions and the first mandatory proposers conference (Attachment #4).

On April 16, 2019, the County released Addendum #2 to the RFP, which requires bidders to respond to two additional options related to response times and inter-facility transfers. Specifically, Option 1 includes reduced response times as follows:

CODE 3 (EMERGENCY)

Urban Areas - from 11:59 minutes to 9:59 minutes

Suburban Areas – from 19:59 minutes to 16:59 minutes

Rural Areas – from 29:59 minutes to 25:59 minutes

CODE 2 (NON-EMERGENCY)

Urban Areas - from 17:59 minutes to 15:59 minutes

Suburban Areas – from 29:59 minutes to 26:59 minutes

Rural Areas - from 44:59 to 40:59

Substantively, the reduced response times in Option 1 of Addendum #2 did little to address the City's detailed concerns and would still result in a reduction in service levels and impacts the City's Fire/EMS operations even if this alternate was selected by the County. Following the release of the addendum, the City requested another meet and confer.

At the July 18, 2019 meeting between the City and County, the discussion focused on a number of potential alternatives related to providing EMS services in Mendocino County. The City's concerns related to the RFP were relayed, after which time was provided to the County to determine whether they were going to take a timeout to reevaluate the process and approach or proceed with the RFP. In addition to those concerns expressed throughout the meet and confer sessions, the City participated in all RFP related bidder meetings, and also submitted questions through the formal RFP process on March 22, 2019. These question have not been answered by the County (Attachment #5).

On July 22, 2019, the County informed the City that it was moving forward with the existing RFP process. Based on this decision - and on the same day the verbal notice was received - the City of Ukiah immediately requested a meet and confer to discuss the City's specific concerns and possible revisions to address those concerns as provided for in the meet and confer agreements. In the same correspondence, the City noted the RFP submission deadlines would need to be altered to allow time for the meeting(s) and maintain the good faith of the discussions.

Discussion: In the spirit of cooperation, and in an effort to explore the possibility of enhancing ambulance services for inland Mendocino County, the City of Ukiah has attempted to work with the County and Coastal Valleys EMS on the possible development of the EOA. However, as detailed in the background section of this report, the process and approach have been flawed and many of the City's concerns have not been addressed or resolved.

As of the development date of this report, the City has not received a response to the correspondence sent on Monday, July 22nd requesting a meet and confer to discuss the City's specific concerns related to the RFP. Furthermore, the submission deadline for the letters of intent from prospective bidders was not adjusted. With the passing of that deadline, it is unlikely the County could (or is willing to) make changes to the RFP to address the City's concerns, which again have largely gone unanswered in the meet and confer sessions and the RFP

process.

The City has retained the services of AP Triton, a well respected consulting firm on EMS issues, and the primary consultant to the California Fire Chiefs Association. AP Triton has confirmed that many areas of the existing County's RFP are deficient, and further evaluation of the system and possible approaches are necessary. In addition, AP Triton has identified enhanced revenue models that should be considered as part of a reevaluation.

As a 1797.201 provider, AP Triton has advised that the City of Ukiah is not bound by the County's RFP and can opt out of the EOA and look to other options for continued ambulance services.

Given the inadequacies of the current RFP, Staff recommends Council authorize a notice to the County of Mendocino declining inclusion in the County's exclusive operating area and authorize staff to identify and evaluate options for the continued delivery of EMS services within the City of Ukiah. Note, the recommended action does not preclude a collaborative option with the County if alternate approaches outside of the existing RFP can be considered. However, the intent would be to bring back all options to the Council for consideration.



Carmel J. Angelo, Chief Executive Officer
Mendocino County Executive Office
501 Low Gap Road, Rm. 1010
Ukiah, CA. 95482

RFP for Exclusive Operating Area in Inland Mendocino County

Dear Ms. Angelo:

The Ukiah City Council has been informed that the County anticipates issuing in April 2016 a Request for Proposals (RFP) to establish an exclusive operating area (EOA) for ambulance service in the Inland Mendocino County Zone, which includes the City of Ukiah. For the reasons set forth below, the City Council contends that the County EMS Agency (Coastal Valley EMS) must negotiate an agreement with the City specifying the conditions under which the City can be included in the proposed EOA. Because of concerns that the City of Ukiah (City) might compete to serve this area or enter a contractual relationship with the successful bidder, the City has not had an opportunity to review drafts of the RFP, and has limited opportunity to influence its content.

As the County has acknowledged in the past, the Decision in *City of Ukiah v. County of Mendocino*, Mendocino County Superior Court Nos. 65248 and 65575 (November 22, 1994) found that Health and Safety Code Section 1797.201 " . . . allows cities and counties to enter into "a written agreement . . . regarding the provision of prehospital emergency medical services for that city . . . "The Court in that case found that the County EMS Agency exercises "medical control" of EMS in the City, but that the City and the EMS Agency would have to enter an agreement under Section 1797.201 to transfer administration of emergency medical services to the County.

As a result of the court's Statement of Decision, the City and County did negotiate an agreement.

Under that agreement:

COUNTY and CITY further agree that in the event that the services of another entity cannot be integrated into the system in a manner acceptable to all parties, the COUNTY may conduct a competitive bid process to select an exclusive provider, **subject to the CITY's rights under Health and Safety Code section 1797.201**. CITY shall be afforded reasonable opportunity to participate in such competitive process. (Agreement, pp. 4-5, Section IV.D. Emphasis added.)

While the City/County agreement expired on December 31, 1996, it recognizes that under Health and Safety Code Section 1797.201: ". . . Until such time that an agreement is reached, prehospital emergency medical services shall be continued at not less than the existing level, and the administration of prehospital EMS by cities and fire districts presently providing such services shall be retained by those cities and fire districts . . ." Based on Section 1797.201 and its past agreement with the County, the City maintains that the County cannot make the City part of an EOA which could reduce the level of ambulance and emergency medical services in the City without the agreement of the City Council.



The City Council has concerns that establishing a very large EOA could result in a reduction in the EMS and ambulance service that the City has enjoyed in the past, unless adequate specifications are developed that impose enforceable standards of service, including ambulance response times that the citizens of the City have come to expect. Before the EMS Agency releases the RFP, the EMS Agency must negotiate with the City an agreement that will assure no reduction in the level of ambulance services in the City.

The City Council does not wish to cause undue delay in the County's schedule to solicit bids for servicing an exclusive ambulance service area, and will use its best efforts to negotiate an acceptable agreement as quickly as possible. Please contact Sage Sangiacomo, City Manager, to schedule a first meeting to discuss the agreement. The City Council has appointed an ad hoc committee consisting of Councilmembers Jim Brown and Kevin Doble who, together with appropriate City staff, are ready to undertake these negotiations.

Very truly yours,

A handwritten signature in blue ink that reads "Stephen G. Scalmanini". The signature is written in a cursive, flowing style.

Stephen G. Scalmanini, Mayor

cc: City Council
City Manager
Ukiah Valley Fire Authority
Coastal Valley EMS

MEMORANDUM OF UNDERSTANDING**BETWEEN****THE COUNTY OF MENDOCINO****AND****THE CITY OF UKIAH**

This Memorandum of Understanding ("MOU") is made and entered on May 23, 2018 ("Effective Date"), in Ukiah, California, between the County of Mendocino ("County"), a California county and political subdivision of the State of California and the City of Ukiah ("City"), a general law municipal corporation. County or City may be referred to herein as "Party" or collectively as "Parties."

RECITALS:

1. The California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act ("EMS Act": Health and Safety Code §§ 1797 et seq.) empowers the County to develop an emergency medical services program and designate a local Emergency Medical Services ("EMS") agency.
2. The City of Ukiah has entered a Joint Powers Agreement ("JPA") with the Ukiah Valley Fire Protection District ("District"). City and District, under the name Ukiah Valley Fire Authority ("Fire Authority"), jointly provide fire protection, emergency medical services and other emergency services to the City and the District.
3. The City maintains that it has provided emergency medical services in the City since prior to June 1, 1980, and may have a right to retain some administration of EMS in the City pursuant to Health and Safety Code section 1797.201.
4. County has decided to establish an exclusive operating area ("EOA") in Mendocino County pursuant to Health and Safety Code section 1797.224, excluding only the coastal areas of the County. The proposed EOA will include the areas within the City and District boundaries as well as areas as far east as Covelo and as far north as Leggett.
5. The County is nearing completion of a Request for Proposals ("RFP") to qualified service providers ("Bidders") to be the exclusive emergency response ambulance service for the EOA.
6. The City cannot participate in the detailed drafting of the RFP, because of the potential contractual relationships that may arise between the City and potential Bidders.
7. Since the County cannot legally provide the draft RFP to the City or District (a potential subcontractor) for their review and comment before the formal RFP is released, the City and District have not had the opportunity to fully address the provisions of the RFP that may affect the quality of emergency ambulance service in the City and the District, the cost of service, the

impact on the City's provision of EMS in the City and the District, or other aspects of emergency ambulance service as they may impact the City or the District.

8. To address the City's and District's concerns, the parties have entered into this MOU to provide the City with an adequate opportunity to review the specific provisions of the RFP and to seek changes or modifications of the RFP after it is released to Bidders while retaining any rights the City may have pursuant to Health and Safety Code section 1797.201.

AGREEMENT:

In reliance upon the above-recitals, the parties agree as follows:

1. Upon its formal release, the City shall have fourteen (14) days to submit to the County written comments and concerns addressing the specific provisions of the RFP.
2. If the City submits comments as provided in Section 1 of the Agreement, the County agrees not to conduct a Responders Conference as described in Section III of the Guidelines for Creating Exclusive Emergency Medical Services Operating Service Areas promulgated by the California Emergency Medical Services Authority or similar meeting with Bidders, until the City and County meet and confer in good faith to address the City's concerns, not to exceed thirty days (30) after the release of the RFP.
3. Except as expressly provided in this Agreement, neither the City nor the County waive any rights it may have concerning the administration of emergency medical services or its respective authority under the EMS Act.
4. The City and the District, by this agreement, waive their right to submit a proposal to the RFP, but retain the right to provide support or back-up services to potential ambulance service providers that insure an adequate level of service in the City and the District.
5. Any notice given under this Agreement shall be in writing and deemed given when personally delivered, delivered by overnight courier service, such as Federal Express, sent by email, with acknowledgment of receipt, or 48 hours after deposited in the U.S. mail with proper first class postage affixed thereto, and addressed to the Parties as follows:

City:

City Manager
City of Ukiah
Ukiah Civic Center
300 Seminary Avenue
Ukiah, California 95482
Email: ssangiacomo@cityofukiah.com

With copy to:
Daniel Grebil, Administrator
Ukiah Valley Fire Authority

County:

County Executive Officer
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
angeloc@mendocinocounty.org

With copy to:
Bryan Cleaver, EMS Coordinator
Coastal Valleys EMS Agency

1500 South State Street
Ukiah, CA 95482
Email: dgrebil@cityofukiah.com

195 Concourse Blvd., Suite B
Santa Rosa CA 95403
Bryan.Cleaver@sonoma-county.org

Each party may by notice in writing change its address for the purpose of this Agreement.

6. This MOU contains the entire agreement between the City and the County concerning the release and modification of the RFP for the EOA and supersedes any statements, representations or agreements that were made or entered prior to the Effective Date. This Agreement will terminate on June 30, 2021.

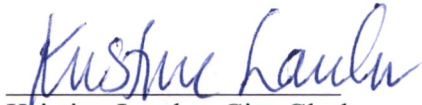
WHEREFORE, the parties have entered this Agreement on the Effective Date.

CITY OF UKIAH

By: 

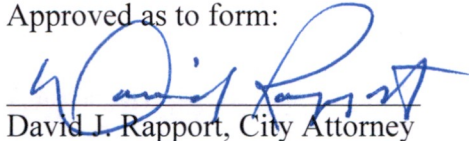
Sage Sangiacomo
City of Ukiah
City Manager

ATTEST:



Kristine Lawler, City Clerk

Approved as to form:



David L. Rapport, City Attorney

COUNTY OF MENDOCINO

By: _____

Dan Hamburg, Chair
Mendocino County
Board of Supervisors

ATTEST:

Carmel Angelo, Clerk of the Board

Approved as to form:

Katharine L. Elliott, County Counsel

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

[Signature] 5-16-18
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

COUNTY OF MENDOCINO

By: [Signature: Dan Hamburg]
DAN HAMBURG, Chair
BOARD OF SUPERVISORS

Date: MAY 23 2018

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature: Karla Van Hagen]
Deputy
MAY 23 2018

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature: Karla Van Hagen]
Deputy
MAY 23 2018

INSURANCE REVIEW:

By: [Signature: Carmel J. Angelo]
Risk Management

Date: 5-16-18

CONTRACTOR/COMPANY NAME

FOR CONTRACTOR'S SIGNATURE,
PLEASE SEE PAGE 4

NAME AND ADDRESS OF CONTRACTOR:

City of Ukiah

300 Seminary Avenue

Ukiah, Ca 95482

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature: K. Elliott]
Deputy

Date: 5/16/18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature: Jonelle Rawn]
Deputy CEO

Date: 5-16-18

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____



Carmel J. Angelo, County Executive Officer
Mendocino County Executive Office
501 Low Gap Road, Rm. 1010
Ukiah, CA. 95482

February 28th, 2019

Dear Ms. Angelo

The City of Ukiah and the Ukiah Valley Fire Authority have received and reviewed the Request for Proposals (RFP) to establish an Ambulance Exclusive Operating Area (EOA) in the inland portions of Mendocino County submitted by Coastal Valleys EMS. Per our Memorandum of Understanding (MOU) from May of 2018 we are submitting our grave concerns and comments on the RFP.

Our position, and concern, from the outset of this process has been that the EOA would lead to a degradation of service levels to the residents of the City and District. These concerns have been expressed numerous times and the City was given assurances from the County in September of 2017 that these concerns would be addressed. Sadly, they have not been. The RFP as submitted constitutes a major reduction in service level for not just our citizens, but for all those within the EOA. Our concerns, in general, are outlined below.

The response times listed in the current draft are simply unacceptable. They are much slower than those required in other similar urban and suburban areas, even those required by Coastal Valleys in Sonoma County. They are much slower than the historical averages, and in fact, are slower than what would be an outlier resulting in an outright fine in other counties.

The financial penalties, or liquidated damages, as the RFP calls them, are paltry at best and provide little to no financial incentive to maintain adequate unit hours throughout the area proposed to be served. As stated before, the ninety percent (90%) required response times are less than what would cause the contractor to be fined as an outlier in adjacent counties, and the time limits for the outliers are just as bad. Further, the RFP does not specify where the monies collected, if any actually were, would go. Who would get them, how would they be spent? We also see no credible reason why the contractor should be able to average out their response time averages over half a year. Monthly is far more industry standard, and is done by even small contractors in small communities, so there should be no reason they could not do so here.

The document states that there is no general subsidy from the County, but also estimates that the dispatch costs would only be \$60,000.00 to start. The City of Ukiah pays over \$200,000.00 per year for dispatch services, the vast majority of which are for medical calls. The cost for those calls should be paid for by the contractor not just in Ukiah, but throughout the EOA. If not, then both the City and the County are subsidizing the private provider. Given the incredibly lax response time requirements proposed, one could also argue that the City is subsidizing the private provider by having to remain on scene and unavailable for other responses for extended periods.

Finally, one of the issues raised previously by the City was the integration of services between the transport provider and existing fire service first responders. The City had asked that such integrations be identified and part of the RFP, not negotiated during the bidding process or afterward. Again the City was

given assurances by the County that this would be addressed. It was not. While there is language in the RFP that encourages bidders to form partnerships, there is little to no incentive, financial or otherwise for them to do so.

Based on all of the above, and per the MOU from May of 2018, we request to meet and confer with the County regarding our concerns as soon as possible.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sage Sangiacomo", written over a horizontal line.

Sage Sangiacomo
City Manager
City of Ukiah

A handwritten signature in blue ink, appearing to read "Douglas Hutchison", written over a horizontal line.

Douglas Hutchison
Fire Chief
Ukiah Valley Fire Authority



COUNTY OF MENDOCINO

Executive Office

CARMEL J. ANGELO
Chief Executive Officer
Clerk of the Board

501 Low Gap Road, Room 1010
Ukiah, CA 95482-3734

Email: ceo@mendocinocounty.org
Website: www.mendocinocounty.org

Office: (707) 463-4441
Facsimile: (707) 463-5649

Letter Agreement

This letter agreement between Carmel J. Angelo, Mendocino County ("County") Chief Executive Officer, and Sage Sangiacomo, City of Ukiah ("City") City Manager (collectively, "the parties") is made on March 14, 2019.

The California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act ("EMS Act"; Health and Safety Code §§ 1797 et seq.) empowers the County to develop an emergency medical services program and designate a local Emergency Medical Services ("EMS") agency.

The City of Ukiah has entered a Joint Powers Agreement ("JPA") with the Ukiah Valley Fire Protection District ("District"). City and District, under the name Ukiah Valley Fire Authority ("Fire Authority"), jointly provide fire protection, emergency medical services and other emergency services to the City and the District.

The City maintains that it has provided emergency medical services in the City and the District on and prior to June 1, 1980 and may have a right to retain some administration of EMS in the City pursuant to Health and Safety Code section 1797.201.

County has decided to establish an exclusive operating area ("EOA ") in Mendocino County pursuant to Health and Safety Code section 1797.224, excluding only the coastal areas of the County. The proposed EOA will include the areas within the City and District boundaries as well as areas as far east as Covelo and as far north as Leggett.

The County has released a Request for Proposals ("RFP") to qualified service providers ("Bidders") to be the exclusive emergency response ambulance service for the EOA.

Prior to the release of the RFP, the City was not allowed to participate in the detailed drafting of the RFP, because of the potential contractual relationships that may arise between the City and potential Bidders.

Because the County determined that it could not legally provide the draft RFP to the City or District (a potential subcontractor) for their review and comment before the formal RFP was released, the City and District did not have the opportunity to fully address the provisions of the RFP that may affect the quality of emergency ambulance service in the City and the District, the cost of service, the impact on the City's provision of EMS in the City and the District, or other aspects of emergency ambulance service as they may impact the City or the District.

To address the City's and District's concerns, the City, through its City Council, and the County, through its Board of Supervisors, entered into an MOU (BOS Agreement #18-058) to provide the Fire Authority with an adequate opportunity to review the specific provisions of the RFP and to seek changes or modifications of the RFP after it was released to potential Bidders while retaining any rights the City may have pursuant to Health and Safety Code section 1797.201.

Pursuant to the MOU City, District, County representatives and the EMS Coordinator for Coastal Valleys EMS Agency met on March 11, 2019 and determined that additional options should be included in the RFP and discussed during the Mandatory Proposer Conference scheduled for March 15, 2019, in furtherance of the parties shared objective not to harm residents of the City or the District while improving EMS for underserved portions of the County.

To further the purposes of the initial MOU, the County representatives have agreed to provide an additional opportunity for the City representatives to review and discuss with the County representative revisions to the RFP after they are discussed at the Mandatory Proposer Conference and released publicly.

Accordingly, the parties agree as follows:

1. Upon release of revisions to the RFP following the Mandatory Proposers Conference, the City shall have fourteen (14) days to submit to the County written comments and concerns addressing the specific provisions of the revised RFP.
2. If the City submits comments as provided in Section 1 of this letter agreement, the County representatives agree to meet and confer in good faith to address any concerns expressed by the City and District representatives.
3. RFP revisions will not be submitted to the State for approval and proposals responding to the RFP will not be accepted by the County until the City and County meet and confer in good faith to address the City's concerns.
4. Nothing in this letter agreement waives any rights the City or County may have concerning the administration of emergency medical services or its respective authority under the EMS Act.
5. Any notice given under this Agreement shall be in writing and deemed given when personally delivered, delivered by overnight courier service, such as Federal Express, sent by email, with acknowledgment of receipt, or 48 hours after deposited in the U.S. mail with proper first-class postage affixed thereto, and addressed to the Parties as follows:

City Manager
City of Ukiah
Ukiah Civic Center
300 Seminary Avenue
Ukiah, California 95482
Email: ssangiacomo@cityofukiah.com

Chief Executive Officer
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
angeloc@mendocinocounty.org

With copy to:

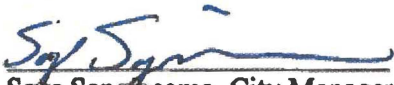
Douglas Hutchison, Fire Chief
Ukiah Valley Fire Authority
1500 South State Street
Ukiah, CA 95482
Email: dhutchison@cityofukiah.com

With copy to:

Bryan Cleaver, EMS Coordinator
Coastal Valleys EMS Agency
195 Concourse Blvd., Suite B
Santa Rosa CA 9540
Bryan.Cleaver@sonoma-county.org

6. This letter agreement may be emailed between the parties for signature and signed on the same signature page or with each signature on a copy of the signature page. Electronic copies and printed copies thereof, bearing signatures of the parties, shall be deemed an original for all purposes.

Agreed on the date first written above.



Sage Sangiacomo, City Manager,
City of Ukiah



Carmel J. Angelo, Chief Executive Officer,
County of Mendocino

Sage Sangiacomo

From: Douglas Hutchison
Sent: Friday, March 22, 2019 3:20 PM
To: rauja@mendocinocounty.org
Cc: Sage Sangiacomo
Subject: Additional Questions Regarding the Ambulance EOA RFP
Attachments: AMBULANCE EOA RFP QUESTIONS 3-22-19.docx

Good Afternoon Janelle,

Attached please find our list of additional questions regarding the RFP. Additionally we were wondering if there was a timeline for the release of revisions to the RFP? We want to ensure we have adequate time to review them and submit any further concerns as per the MOU dated March 14th 2019. We would also like to restate that we still do not feel as though our concerns relayed in our letter of February 28th, or those brought up at the meet and confer on March 11th have been addressed.

If you have any questions, please let me know.

Doug Hutchison
Fire Chief

Ukiah Valley Fire Authority
1500 South State Street
Ukiah, CA 95482-67009
O) 707-463-6263
C) 971-284-7341
F) 707-462-2938
dhutchison@cityofukiah.com
<http://www.cityofukiah.com/uvfa-who-we-are/>



AMBULANCE EOA RFP QUESTIONS

- Why are the Urban and Suburban response times so slow compared to similar counties?
- How does the County or LEMSA see this RFP as addressing those concerns raised by the City of Ukiah?
- What specific performance requirements will be put in place to assure the City of Ukiah and Ukiah Valley Fire District that they will receive ambulance response times that are equal or better than historical averages?
- Do potential subcontractors have to submit Letters of Intent as well as bidders?
- Why isn't ALS first response, if under contract with the Bidder, allowed to stop or slow the clock?
- Why can't an ALS unit with a BLS Ambulance stop the clock? What if it's a BLS call?
- Why weren't accurate census tracts, or call density heat maps used to determine response zones?
- Why wasn't updated data gathered before going out to bid?
- Given that updated data was not available prior to the deadline to submit questions, will there be another opportunity to submit questions after the data is made available?
- Why aren't response times more closely linked to the response level determinations?
- Why aren't AVL'S required as is industry standard?
- Why doesn't the contractor have to pay their fair share of dispatch fees given the combined County/City dispatch contracts with CAL Fire exceed \$500k annually and the majority of calls are EMS as opposed to fire?
- If the contractor is only required to pay \$60,000 for dispatch services, what are the specific funding sources the County will utilize to make up the shortfall?
- What specific funding sources will the County and LEMSA use to cover the costs of administering this contract? What are those costs estimated to be, how were they estimated, and what is the remedy if the estimate is too low?
- Why are the proposed liquidated damages amounts so low compared to adjoining areas?
- Why aren't the vehicle mileage requirements lower? Where did this number come from?
- Why is the timeliness of PCR submission audited quarterly, while response times are only audited semi-annually or annually?
- Why isn't pharmaceutical replacement/rotation included for ALS first responders?
- Why isn't a bariatric unit and equipment required?
- Why does the proposed EOA not include the entire County?
- Given the RFP response deadlines, is there enough time for providers to negotiate with subcontractors?
- Section 4.2.A Partnerships within the Exclusive Operating Area: Why does the RFP require the use of ambulance providers (City Ambulance of Eureka) for Zone 1 and (Cloverdale Ambulance) for Zone 9? And why not require the use of existing public agency ALS and BLS providers in other zones?

- Section 4.2 Partnerships within the Exclusive Operating Area: Why does the RFP seemingly identify a different level of importance with forming partnerships with existing providers with the use of “intent” in 4.2.A, “may” in 4.2.B and “encouraged” in 4.2.C?
- Section 4.5.A Response Time Zones and Standards: The RFP states “Any enhanced services about the standard of this RFP, while not encouraged, must include a separate Cost estimate.” Given the response time standards are less than the current and historical levels for many zones in the proposed EOA and the providers are “not encouraged” to provide equivalent service or better, how will services not be diminished? Why aren’t the “strict procedures” for measuring response times by the LEMSA identified?
- Section 4.6 Dispatch Services: There are currently two dispatch contracts for the proposed EOA not just the one cited in the RFP with the County. Will the County work to merge dispatch services under one contract? If so, will this occur prior to the award of the EOA or will the provider have to coordinate with both the County and City of Ukiah for dispatch services?
- Section 4.6 Dispatch Services: The annualized cost for dispatching services for the County is estimated at \$60,000, does this also include the cost for the dispatching services under contract with the City of Ukiah? What is the cost for dispatching services under the City’s contract with CAL Fire that the ambulance service operator will be required to pay?
- What measures are in place with the dispatch contract to ensure a coordinated response and management of EMS resources?
- Section 4.7 Performance Standards: Why does the LEMSA have unilateral control to adjust performance standards without a public process and approval of jurisdictions being served within the EOA?
- Section 4.7 Performance Standards: Why are areas standards (urban, suburban, and rural) comingled for the liquidated damages calculation? Why not hold the contractor accountable for standards by each area separately (urban, suburban, and rural) as is industry standard?
- Section 4.7 Performance Standards: Furthermore, why are code 3 and 2 standards comingled for the liquidated damages calculation?
- Section 4.7 Performance Standards: For the purposes of liquidated damages calculation, why is Ukiah grouped with rural regions like Anderson Valley and Hopland as well as Willits? Why not evaluate each zone separately for compliance? Will these groupings potentially diminish accountability for urban/suburban response times for Ukiah or other areas?
- Section 4.7 Performance Standards: Why the difference in compliance periods for the North and South Zones? What is the justification for the difference? What is the justification for anything but monthly compliance periods to ensure accountability to the performance standards?
- Section 4.7 Performance Standards: Can you provide the justification for the damages assessment amounts of \$250 and \$500? Are these industry standards with neighboring EOAs and provide specific comparative details?
- Section 4.9 Mutual Aid/Standbys: What is the definition of “private events” for which the contractor can charge a fee for standby services?
- Section 9.3 Evaluation Criteria: Response time is only weighted at 5%. Is that sufficient to ensure proposals address the goal of not diminishing services for the Ukiah Valley and other areas?



AGENDA SUMMARY REPORT

SUBJECT: Possible Adoption of Broadband Deployment Ordinance.

DEPARTMENT: Administration

PREPARED BY: Darcy Vaughn

ATTACHMENTS:

[Attachment 1 - Broadband Deployment Ordinance](#)

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

Summary: The City Council will consider adoption of the Broadband Deployment Ordinance which was introduced by a 4-1 vote at the City Council meeting on July 17, 2019.

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

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

RECOMMENDED ACTION: Staff asks that the City Council adopt the Broadband Deployment Ordinance.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

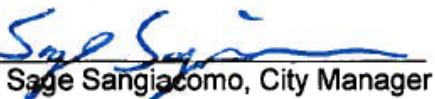
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

Approved: _____


Sage Sangiacomo, City Manager

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

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

At their July 17, 2019 meeting, the City Council discussed the proposed Ordinance and voted 4-1 to introduce by title only the Broadband Deployment Ordinance.

Staff recommends that the Council adopt the proposed Broadband Deployment Ordinance, attached as "Attachment 1". If adopted, the ordinance would go into effect on September 7, 2019, thirty days after adoption.

Discussion: The Community Development, Legal, and Electric departments have drafted and reviewed the Broadband Deployment Ordinance 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.

Staff corrected a clerical error that appeared in the Ordinance as introduced. The title of the Ordinance has been changed to read "ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING ARTICLE 10 TO CHAPTER 2 OF DIVISION 2 OF THE UKIAH CITY CODE, ENTITLED "BROADBAND DEPLOYMENT," COMMENCING WITH SECTION 2400.", correcting the previous title which read ". . . ADDING ARTICLE 10 TO ARTICLE 2. . . ." Likewise, the first sentence in Section 1 of the Ordinance has been corrected to read "Article 10 is hereby added to Chapter 2, Division 2 of the Ukiah City Code to read as follows . . ." instead of "Article 10 is hereby added to Article 2, Division 2 of the Ukiah City Code to read as follows"

The current version of the Broadband Deployment Ordinance reflects a wide array of community, City staff, and Council input. The Ordinance is now ready for consideration for adoption.

ORDINANCE NO. ____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING ARTICLE 10 TO CHAPTER 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 Chapter 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 injunction thereof, in the manner provided by law, and shall take such other steps and shall apply to such courts as may have jurisdiction to grant such relief as will abate and remove such Facilities and restrain and enjoin any person, firm or corporation from setting up, erecting, building, maintaining or using any Facilities contrary to the provisions of this Article.

- 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 Licensors 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.** Licensors, 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 Licensors 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 Licensors 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 Licensors in association with any installations, including, without limitation, any conditions reasonably required by Licensors to address impacts on private property adjacent to the applicable Municipal Facility pole, the Site Supplement also allows the installation, operation and maintenance of ground based, pad mounted equipment cabinets and/or power pedestals needed for the operation of Equipment attached to any of the Municipal Facilities, together with any related conduit, cable or wiring, with the location of any such cabinet or pedestal determined in connection with the issuance of any Permit (if needed). With limited exceptions, such as in case of emergency, Licensee shall have access to the Municipal Facilities upon which Equipment is installed twenty-four (24) hours a day, seven (7) days a week, provided, however, if such access requires entry onto private property or unduly interferes with access to or the quiet enjoyment of private property, Licensee shall coordinate its access with the owner or occupant of such private property to avoid or minimize the impacts of the use.

- 2.3. Limitations on Use. Except as otherwise expressly provided herein, the Site Supplement does not authorize Licensee to:
- (a) Occupy or use any poles, improvements or structures of any kind, or any underground areas, whether within or without the ROW, other than the items depicted in Exhibit 1 attached to a Site Supplement;
 - (b) Occupy or use any poles, improvements or structures of any kind, whether within or without the ROW, that are located within one hundred feet (100') of any traffic light controlled intersection; and,
 - (c) Subject to Section 2.5 below, enter upon public property and attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate, and/or replace any item of equipment in or on poles or other structures not owned by and under the control of Licensor and located within the ROW, unless Licensor is a permitted user under the Ukiah Joint Use Agreement.
- 2.4. Alterations. If Licensee proposes to install Equipment which is different in any material way from the then-existing and approved Equipment, then Licensee shall first obtain the written approval for the use and installation of the unauthorized Equipment from an authorized representative of Licensor. In addition to any other submittal requirements, and if requested by Licensor, Licensee shall provide "load" (structural) calculations for all Municipal Facilities upon which it intends to modify Equipment in the ROW. Notwithstanding the foregoing, Licensee may modify its Equipment with like-kind or similar Equipment in accordance with any Permit issued without prior written approval of Licensor.
- 2.5. Additional Installations. If adequate Municipal Facilities do not exist and existing Municipal Facilities cannot be upgraded to be made adequate for the attachment of Equipment, Licensee may install its Equipment on the Non-Municipal Facilities or other poles in the ROW lawfully owned and operated by third parties. Subject to obtaining the written permission of the Ukiah Joint Use Agreement Parties or other owner(s) of the affected property and any required Permits (and paying any fees approved in advance by Licensee), Licensor hereby authorizes and allows Licensee to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace Equipment in or on Non-Municipal Facilities or other poles or other structures lawfully owned and operated by the Ukiah Joint Use Agreement Parties or other public utility companies or property owners located within or outside the ROW as may be permitted by such parties and the Ukiah Joint Use Agreement, if applicable. In such situation, a Site Supplement shall be required but a Pole Attachment Fee need not be paid. Licensee shall furnish to Licensor documentation in a form acceptable to Licensor of such permission from the individual utility or property owner responsible. Further, where Municipal Facilities exist that can be made

adequate for the attachment of Equipment, Licensee may not install new poles or structures or create a parallel path or route for its equipment, provided, however, that Licensee may install additional poles or structures if necessary to complete a path or route where existing Municipal Facilities terminate. Nothing herein is intended to limit (i) any rights Licensee may have in accordance with Laws or the Code to install its own poles in the ROW if Licensor and Licensee are unable to mutually agree to enter into a Site Supplement, or if adequate Municipal Facilities do not exist and existing Municipal Facilities cannot be upgraded to be made adequate for the attachment of Equipment subject to necessary Permits, or (ii), except as otherwise expressly set forth herein, any rights of Licensor under Laws or the Code to regulate and charge for the use of the ROW or to regulate the use of property outside the ROW.

3. **Term of Supplements and Agreement; Cancellation; Termination; Removal or Abandonment at Expiration.**

3.1. **Agreement Term.** This Agreement shall be in effect for a period of no less than ten (10) years commencing on the date that this Agreement is fully executed (the "Execution Date"). The Agreement shall automatically be extended for three (3) additional five (5) year terms (each, an "Agreement Renewal Term") unless Licensor or Licensee provides written notice to the other party of its intent not to extend at least ninety (90) days prior to the end of the applicable term, provided, however, that at the time of the extension, Licensee is not in Default, after written notice and the expiration of any applicable cure period, under this Agreement.

3.2. **Supplement Term.** Each Site Supplement shall be in effect for a period of ten (10) years commencing on the "Commencement Date" determined in accordance with each Site Supplement, and expiring on the day before the tenth (10th) anniversary of the Commencement Date unless sooner cancelled or terminated as provided herein (the "Supplement Term"). Provided that Licensee is not in Default of the Site Supplement, the Supplement Term will automatically be extended for up to three (3), successive, five (5) year periods (each, a "Supplement Renewal Term"), with the first five (5) year extension of the Supplement Term commencing immediately upon the expiration of the initial period of the Supplement Term, and each additional five (5) year extension of the Supplement Term commencing immediately upon the expiration of the preceding additional period of the Supplement Term unless notice of non-extension is provided to Licensor by Licensee prior to the commencement of the succeeding Supplement Renewal Term. All of the provisions of this Agreement shall be in effect during the Supplement Term and any extension of the Supplement Term regardless of whether or not the term of the Agreement has expired. No new Site Supplement shall be entered into during the last Agreement Renewal Term unless an amendment to this Agreement has been entered into extending the Term.

3.3. **Cancellation.**

- (a) Licensee may cancel this Agreement or any Site Supplement before the date of expiration by providing Licensor with ninety (90) days express written notice of cancellation. Any prepaid Pole Attachment Fee shall be retained by Licensor. This Agreement and all Site Supplements may only be cancelled or terminated as provided in this Agreement or any Site Supplement.
- (b) Except as otherwise provided herein, Licensor may terminate this Agreement, or at Licensor's election, any Supplement, for Cause upon ten (10) days' prior written notice sent by Licensor to Licensee; in that event, Licensor may exercise its legal rights and/or equitable remedies hereby reserved under this Agreement or in law or equity at any time, including, without limitation, the right to recover any uncollected annual costs and fees that would be due and payable by Licensee to Licensor if this Agreement had not been terminated during the Term for Cause. A termination for cause ("Cause") means: (i) Licensee has failed to cure a material Default of this Agreement within thirty (30) days after it receives the Licensor's notice of Default, or, if the Default can be cured and such cure reasonably requires more than thirty (30) days to achieve, fails to commence such cure within the specified period but, thereafter, diligently continues such cure until completion thereof; (ii) the California Public Utilities Commission, the Federal Communications Commission ("FCC") or other agency exercising jurisdiction over Licensee has, by final order or action that is no longer subject to appeal, terminated or otherwise revoked the Licensee's approval, authorization, certification or license to operate the Equipment, to provide communications service, or to transact business; or (iii) the Licensee's authority to do business in California has expired or is rescinded or terminated by final order or action that is no longer subject to appeal.

3.4. Changes in Law. The Parties acknowledge that the subject of wireline and wireless communications facilities in the context of pole attachments has been addressed and continues to be addressed by federal and California authorities. If, during the term of this Agreement, a Law is adopted, amended or repealed and is made binding upon the City and is applicable to this Agreement, then the Parties agree to negotiate in good faith an amendment to this Agreement (or a new agreement, as the case may be) to the extent necessary (if at all) to comply with such Law. If the Parties cannot mutually agree to an amendment to this Agreement (or a new agreement) within three (3) months after a Party receives the other Party's request to negotiate an amendment to this Agreement (or a new agreement, as the case may be) pursuant to this Section, then the Parties will agree to submit the dispute to mediation and non-binding arbitration under mutually acceptable terms and conditions.

- 3.5. **Abandonment.** If Licensee abandons the use of a Municipal Facilities location for a period of six (6) or more consecutive months, the Equipment for such Municipal Facilities shall be removed at the expense of Licensee. In the event Licensee is unable or refuses to remove such Equipment when requested by Licensor, Licensor may authorize removal upon thirty (30) days' notice to Licensee and Licensee shall be responsible for all costs incurred for such removal and shall reimburse Licensor within forty-five (45) days of the Equipment removal.
4. **Fees and Charges.** Licensee shall be solely responsible for the payment of all fees and charges in connection with Licensee's performance under this Agreement, including those set forth as follows:
- 4.1. **Pole Attachment Fee.** Licensee shall pay to Licensor an annual fee for each Site Supplement pursuant to the following table:

Year:	Pole Attachment Fee:
2018	\$94.00
2019	\$97.00
2020	\$100.00
2021	\$103.00
2022	\$106.00
2023	\$109.00
2024	\$112.00
2025	\$115.00
2026	\$118.00
2027	\$122.00
2028	\$126.00
2029	\$130.00
2030	\$134.00

The initial Pole Attachment Fee for each Site Supplement shall be due as of the Effective Date of each such Site Supplement, and shall not be prorated for any partial initial year. Thereafter, the Pole Attachment Fee for each Site Supplement shall be due on or before January 1 of each year during the Supplement Term (or until such earlier time as such Site Supplement is terminated). Notwithstanding the foregoing, Licensor and Licensee acknowledge and agree that the initial Pole Attachment Fee payment for any Site Supplement hereunder may not actually be paid by Licensee until sixty (60) days after the Effective Date of such Site Supplement. Commencing on January 1, 2031, the annual Pole Attachment Fee shall be increased by three percent (3%) annually over the rate previously in effect, such amount to be rounded up or down, as applicable, to the nearest whole dollar. Licensor also hereby agrees to provide to Licensee (i) a completed, current version of Internal Revenue

Service Form W-9, or equivalent; and (ii) complete and fully executed state and local withholding forms if required.

- 4.2. Permit and Additional Charges. No payment is collected under this Agreement for any Permit issued in connection with the installation of Equipment at any Municipal Facility. Permit requirements, fees and charges are solely governed by the requirements imposed by the Code and approved policies and procedures. Fees and charges for any such Permit will be collected at the time such a Permit is applied for and issued. In the event work will be required to be done by Licensor in connection with the installation of any Equipment (cable pulls, transformer connections/upgrades, etc.), Licensee will be responsible for payment to Licensor for such work, which work shall be approved in advance by Licensee. The cost of said work will be based on a time and materials basis and payment shall be made to Licensor within forty-five (45) days of submittal of the invoice to Licensee for the work. Determination of any necessary work to be done by Licensor will be established at the time each Site Supplement is negotiated, approved and a subsequent application for new service is received by Licensor, and shall be stated in the Site Supplement.
- 4.3. Taxes. Licensee shall pay all applicable city, county and state taxes levied, assessed or imposed by reason of this Agreement or those related to any of Licensee's Equipment and/or provided services. Pursuant to California Revenue and Taxation Code section 107.6, Licensee is advised that it is solely responsible for the payment of possessory interest taxes due under Revenue and Taxation Code section 107 et seq.
- 4.4. Electric meter. Licensee shall install or cause to be installed a separate electric meter on a ground mounted pedestal or on Licensee's pad mounted equipment cabinet as required by the EUSERC and Licensor. Licensee shall be responsible for paying all applicable costs to provide service, including energy rate charges for any electricity furnished by a utility to the Equipment. In lieu of installing a meter, Licensor may, at its sole discretion, provide electricity to Licensee under any particular Site Supplement. In this event, Licensor and Licensee may mutually agree to a monthly fixed estimated kilowatt hour usage per service location based upon the proposed equipment electrical ratings and a calculated electricity usage based on other metered sites utilizing similar equipment, which fixed kilowatt hour usage amount shall be stated in the applicable Site Supplement. Licensee shall pay Licensor within thirty (30) days after receipt of an invoice from Licensor for any such fixed kilowatt hour usage, or metered kilowatt hour usage if the provision of such service is metered or submetered, at the applicable commercial rates in effect at the time of the billing, including the cost per kilowatt hour and other charges included in the applicable commercial rate. All invoices for electricity consumption shall be sent by Licensor to Licensee at Verizon Wireless, P.O. Box 2375, Spokane, Washington 99210-2375.

Said fixed kilowatt hour usage will be subject to change following any alteration to the proposed equipment electrical ratings.

- 4.5. **Payments Made.** All fees and/or additional payments shall be payable to Licensors. All payments shall be in lawful money of the United States of America, and shall be by check only—electronic funds transfer or credit card payments will not be accepted.
- 4.6. **Late Fee.** Any Pole Attachment Fee or other fee due by Licensee hereunder that remains unpaid for more than thirty (30) days after receipt of notice from Licensors of the non-receipt thereof shall be subject to interest at the rate of one percent (1%) per month until paid in full. Further, Licensee's failure to pay any Pole Attachment Fee or other fee, including accrued interest, during such thirty (30) day period shall be treated as a material Default under this Agreement.
5. **Additional License and Permits Required by Code.** To the extent not in contravention of any applicable Law, all of the Equipment will be installed, operated and maintained by or on behalf of Licensee in accordance with applicable provisions of the Code regulating wireless communications facilities. Licensee or its designee will be required to apply for and obtain a Permit issued by Licensors for work performed within the ROW, and the ROW will be used according to the plans submitted by Licensee and approved by Licensors in issuing a Permit. Execution of this Agreement or any Site Supplement does not constitute the issuance of a Permit. Additionally, Licensee will be required to submit an application for new electric service for each installation in accordance with all policies of Licensors and Licensors' electric utility.
6. **Basic Design and Installation Requirements for Using Municipal Facilities.** The basic design of the Equipment will be depicted in Exhibit 1 to each Site Supplement. All of Licensee's construction and installation work for its Equipment on the Municipal Facilities shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner, in accordance with any applicable industry standard, in accordance with Licensors standards, and promptly completed. When Licensors and Licensee have agreed on an existing Municipal Facility location as a suitable site for Licensee's Equipment but the existing Licensors-owned pole needs to be replaced or modified to accommodate the Equipment, then Licensee shall pay to Licensors all costs related to replacing the Licensors-owned pole and/or other work to accommodate the Equipment on the pole, including but not limited to installation of the replacement pole (the "Replacement Pole"), any required relocation of wires and equipment using the pole, whether used by the Ukiah Joint Use Agreement Parties or any other user, transfer of the streetlight fixtures and/or other items attached to the existing Licensors-owned pole to the Replacement Pole, and removal and salvage of the existing Licensors-owned pole, provided, however, that the approximate amount of such costs shall be approved in advance by Licensee. Payment of the replacement or modification costs shall not provide Licensee with any ownership interest in the Replacement Pole, and Licensors shall be deemed to own the original Licensors-owned pole and the Replacement Pole. The

installation or attachment of the Equipment using the Replacement Pole shall be at Licensee's sole cost and expense. All work associated with the replacement of said pole shall be done by Licensor, unless otherwise agreed to in the Site Supplement, and Licensee shall pay for all costs in accordance with Section 4.2. In no case will Licensee have access to or ability to occupy any conduits owned by Licensor. The costs of such work shall be approved in advance by Licensee and stated in the applicable Site Supplement.

7. **Common Conditions or Requirements Applicable to Site Supplements Issued Under this Agreement.**

7.1. Equipment Locations. For each installation, Licensee or its designee shall submit plans and specifications for Licensor review and approval. Upon Licensor approval, the approved plans shall be attached as Exhibit 1 to the applicable Site Supplement. If Licensee desires to add new locations or, subject to Section 2.4, make changes to existing locations, Licensee shall submit a proposed Site Supplement or amended and restated Site Supplement, whichever the case may be, indicating the additional Municipal Facilities that it wishes to use, or other site alterations.

7.2. Damage to Licensor Property. If Licensee damages or disturbs the surface or subsurface of any ROW or adjoining property, pole, streetlight fixture or other public or private improvement in the exercise of the rights granted through this Agreement, Licensee will promptly, at its own expense, and in a manner reasonably acceptable to Licensor, repair the damage or disturbance.

7.3. Public Emergency. In the event of an emergency or to protect the public health or safety, prior to Licensor accessing or performing any work on a Municipal Facility on which Licensee has installed Equipment, Licensor may require Licensee to deactivate such Equipment if any of Licensor's employees or agents must move closer to the Equipment than the FCC recommended minimum distance. In such case, Licensor will contact Licensee at (800) 264-6620 to request immediate deactivation. Licensor, through the Ukiah Electric Utility, reserves the right to de-energize the Equipment in the event of an emergency or if deemed necessary due to immediate safety concerns, provided, however, Licensor shall use commercially reasonable efforts to first provide reasonable notice to Licensee of the same.

7.4. Pole Replacement.

- (a) If a Municipal Facility needs replacement or repair due to a traffic accident or other unforeseen event (a "Pole Replacement"), Licensor will endeavor to promptly replace the applicable Municipal Facility. Upon completion of the replacement, Licensor shall notify Licensee in order for Licensee to install its Equipment. In the event of routine replacement of a

Municipal Facility, Licensor and Licensee will work collaboratively to facilitate the work to minimize disruption to either Party and their respective operations. Notwithstanding the foregoing, if Licensor determines that it is necessary to proceed with the replacement of a Municipal Facility despite its best efforts to work collaboratively with Licensee, it may nonetheless proceed to replace the Municipal Facility without liability of any kind to Licensee and Licensee shall bear all costs to remove and reinstall its Equipment.

- (b) In the event of a Pole Replacement where the Equipment has not been removed, Licensor will contact Licensee to pick up the Equipment and Licensee can reinstall its equipment once the replacement pole is installed and functioning as a Municipal Facility in accordance with the Site Supplement and any necessary Permits for work within the ROW. Should a damaged pole remain in temporary service adjacent to the replacement pole, Licensee will be notified to remove/relocate its equipment and will have up to thirty (30) days to accomplish said relocation (provided however, such time frame shall be extended as required in order to obtain any required Permit). If a relocation is not accomplished within such thirty (30) day period, Licensor has the right to remove the equipment and store it at its equipment yard at the sole expense of Licensee.
- (c) Licensor and Licensee may mutually agree to Licensee's temporary use of a Municipal Facility for its operation during a Pole Replacement period. The temporary location must be acceptable to both Licensor and Licensee. Conditions for such temporary use will be determined through negotiation at the time of such need.

7.5. Removal and Relocation.

- (a) Licensee understands and acknowledges that Licensor may require Licensee to relocate one or more of its Equipment installations. Licensee shall, at Licensor's direction and upon one hundred eighty (180) days prior written notice to Licensee, relocate such Equipment at Licensee's sole cost and expense whenever Licensor reasonably determines that the relocation is needed for any municipal purpose including but not limited to: (i) if required for the construction, modification, completion, repair, relocation or maintenance of a Licensor or other public agency project including the relocation of Equipment due to the installation of a traffic signal pursuant to Section 2.3(b); (ii) Licensor's designation of an underground utility district; (iii) because the Equipment is interfering with or adversely affecting proper operation of Licensor-owned Poles, traffic signals, communications or other Municipal Facilities; or (iv) Licensor is abandoning or removing the Municipal Facility. If due to a public emergency or for other imminent public requirement, as reasonably

determined by Licensor, the one hundred eighty (180) day period may be waived, and Licensor shall provide Licensee such notice as is reasonable given the circumstances. In any such case, Licensee may request a new Site Supplement for an equivalent alternate location. If Licensee shall fail to relocate Licensee's Equipment as requested by Licensor in accordance with the foregoing provision, Licensor shall be entitled to remove the Equipment at Licensee's sole cost and expense, without further notice to Licensee. If Licensee shall fail to relocate Licensee's Equipment as required herein, Licensee shall pay to Licensor the actual costs and expenses incurred by Licensor in performing any removal work and any storage of Licensee's property after removal within forty-five (45) days of the date of a written demand for this payment from Licensor.

- (b) In the event Licensee desires to relocate any Equipment from one Municipal Facility to another, Licensee shall so advise Licensor. Licensee shall submit to Licensor a new Site Supplement for consideration and approval or disapproval.

7.6. Non-exclusiveness. Subject to Section 7.7(d), the rights and privileges granted to Licensee under this Agreement, and each Site Supplement described herein, are non-exclusive.

7.7. Non-interference. The following provisions shall apply to ensure and/or avoid interference (both physical interference and radio frequency interference) resulting from Licensee's installation, operation and/or maintenance of its Equipment. Licensor communication is critical to public safety and the ability of Licensor to provide essential services. Therefore, Licensor's communications systems shall be considered primary and essential, whereas Licensee's communications are secondary to Licensor and any other public safety entities.

- (a) RF Interference. Licensee shall ensure that the Equipment will not cause radio frequency interference with wireless communication facilities or devices, cable television, broadcast radio or television systems, satellite broadcast systems, or Licensor traffic, public safety or other public service communications signal equipment existing at the time of installation of the Equipment or at any time in the future. Further, Licensee shall not install, operate, or allow the use of equipment, methodology or technology that interferes with or is likely to interfere with the optimum effective use or operation of Licensor's existing or future public safety, emergency or other public service communication equipment, methodology or technology (i.e., voice or other data carrying, receiving or transmitting equipment).
- (b) Existing Uses. Licensee shall not interfere in any manner with the existing uses of Licensor property including the ROW, and including sanitary sewers, water mains, storm drains, gas mains, poles, aerial and

underground electric and telephone wires, streetlight fixtures, cable television, and other telecommunications, utility, sidewalks, streets, bicycle lanes and municipal property without the express written approval of the owner(s) of the affected property or properties.

- (c) Licensor Communications. Licensee shall not interfere in any manner with current or future Licensor public safety or public service communication equipment or signals.
- (d) Licensor Interference. Licensor agrees that it shall use commercially reasonable efforts to include a provision in any future agreements with any proposed tenants, licensees or users of the ROW who take possession of space within the ROW after the Effective Date of the correspondent Site Supplement that said tenant, licensee or user shall install only such equipment that does not cause commercially unreasonable and harmful interference with Licensee's existing licensed equipment within the ROW which is measurable in accordance with the then existing industry standards. Licensee shall be named in said agreement as a third-party beneficiary with the same rights as Licensor to enforce that provision of the agreement. Licensor and Licensee acknowledge and agree that, in the event any other tenants, licensees or users of the ROW cause commercially unreasonable and harmful interference with Licensee's Equipment, Licensee shall pursue any correspondent claims directly against such interfering party to final adjudication. Notwithstanding the foregoing, Licensor and Licensee acknowledge and agree that the obligations of Licensor and the rights of Licensee pursuant to this Section 7.7(d) are expressly subject to (a) Licensor's use of the ROW for public safety and public service purposes as set forth herein, (b) any existing contractual obligations of Licensor, and (c) the then-existing equipment of other tenants, licensees or users of the applicable ROW as of the Effective Date of the correspondent Site Supplement. Additionally, in the event of a breach by Licensor of its obligations under this Section 7.7(d), Licensee's sole remedy as to Licensor shall be limited to equitable remedies, including injunctive relief and specific performance, and without any right of recovery of monetary or compensatory damages, or attorney's fees or costs.
- (e) Remedies. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of twenty-four (24) hours following notice to the interfering party via telephone to Licensee's Network Operations Center at (800) 264-6620, Licensee shall immediately reduce transmitter power or discontinue use of the equipment, methodology or technology that causes the interference until Licensee takes corrective measures to alter the Equipment to eliminate such interference. If the Equipment is causing such interference, any such

corrective measures shall be made at no cost to Licensors. If requested by Licensors, Licensee shall provide to Licensors notice containing a list of the radio frequencies Licensee is using at leased facilities.

8. **Damage to Licensee's Equipment.** In the event of any damage to Licensee's Equipment, Licensors shall have no liability or responsibility to repair the same unless such damage arose from the negligence or willful misconduct of Licensors, its employees, agents or contractors; provided, however, in such case, Licensors's liability shall be limited to the cost to repair or replace the same.
9. **Title and Ownership.**
 - 9.1. **Title to the Municipal Facility.** Title to the Equipment, exclusive of the Municipal Facility (original or replacement) used for support, but including ground mounted equipment, shall remain with Licensee and shall constitute Licensee's personal property and equipment, and not fixtures or improvements attached to the land.
 - 9.2. **No Ownership in Licensors Property.** Neither this Agreement, nor any license issued herein, nor any Permit separately issued for installation of any Equipment, regardless of the payment of any fees and charges, shall create or vest in Licensee any ownership or property rights in any portion or elements of the Municipal Facilities, the underlying real property on which any Licensors owned poles or any Equipment is located, or any portion of the ROW. Additionally, except as otherwise expressly provided herein, Licensee acknowledges that this Agreement does not constitute or create a leasehold interest or right to the benefit of any Licensors property or portion thereof. Nothing contained in this Agreement shall be construed to compel Licensee to construct, retain, extend, place or maintain any poles or other facilities for the benefit of Licensors which are not needed for Licensee's own service requirements.
 - 9.3. **"As Is" Condition.** Subject to Section 10, Licensee accepts the Municipal Facilities identified in any Site Supplement, or any Replacement Pole, in its "AS IS" condition, without representation or warranty of any kind by Licensors, or any Licensors officer, agent, or employee, and subject to all applicable laws, rules and ordinances governing the use of the Licensors poles or Licensors for Licensee's intended purpose.
10. **Maintenance and Repair.** Subject to Section 7.2, Licensors shall maintain and keep the Municipal Facilities containing Equipment in good condition and in accordance with Licensors's standard maintenance requirements, at its sole cost and expense. Licensee shall keep the Equipment and other improvements by Licensee on the Municipal Facilities, if any, in good repair.

11. **Hazardous Substances.** Licensee agrees that Licensee, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose of any Hazardous Substance on, under, about or within the area of a Municipal Facility or the ROW in which it is located in violation of any applicable federal, state, county or local law or regulation. Except to the extent of the negligence or intentional misconduct of Licensor, Licensee will pay, indemnify, defend and hold Licensor harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee pursuant to this Agreement. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance by or on behalf of Licensee will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that Licensee is only using a small portion of the ROW and that Licensee shall not be responsible for any environmental condition or issue except to the extent resulting from Licensee's specific activities and responsibilities under this Agreement.
12. **Indemnity.** Licensee shall indemnify and hold Licensor and its employees, contractors or agents harmless against and from any claim of liability or loss from personal injury or property damage (i) resulting from or arising out of the negligence or willful misconduct of Licensee, or (ii) based on a claim of inverse condemnation arising out of the presence of Equipment on Municipal Facilities, except to the extent such claims or damages may be due to or caused by the sole negligence or willful misconduct of Licensor or its employees. Licensor will provide Licensee with prompt, written notice of any claim covered by this indemnification; provided that any failure to provide any such notice, or to provide it promptly, shall not relieve Licensee from its indemnification obligation in respect of such claim. Licensor shall cooperate appropriately with Licensee in connection with its defense of such claim. Licensee shall defend Licensor, at Licensor's request, against any claim with counsel reasonably satisfactory to Licensor. Licensee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of Licensor and without an unconditional release of all claims by each claimant or plaintiff in favor of Licensor.
13. **Insurance Requirements.**
- 13.1. **Licensee's Insurance.** Licensee shall procure and maintain insurance in the amounts and form specified in attached Exhibit B.
- 13.2. **Certificates.** If a certificate of insurance is submitted as verification of coverage, Licensor will reasonably rely upon the certificate as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, Licensee must forward renewal or replacement certificates to Licensor within fifteen (15) business days after the renewal date containing all the necessary insurance provisions.

14. **Assignment/Subletting.**

- 14.1. This Agreement and each license granted herein is personal to Licensee and for Licensee's use only. Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder. Subject to Section 14.3, this Agreement and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Any Agreement which is assigned or otherwise transferred pursuant to this Section shall be equally subject to all the obligations and privileges of this Agreement, including any amendments, which will remain in effect as if the assigned Agreement was the original Agreement. After assignment, this Agreement, including any amendments, shall be binding on the assignee to the full extent that it was binding upon Licensee.
- 14.2. Any non-permitted transfer or assignment of the right to attach Equipment to a Licensor-owned pole shall be void and not merely voidable. Licensor, in its sole discretion and in addition to all other lawful remedies available to Licensor under this Agreement, may collect any fees owed from Licensee all without prejudicing any other right or remedy of Licensor under this Agreement. No cure or grace periods shall apply to transfers or assignment prohibited by this Agreement or to the enforcement of any provisions of this Agreement against a transferee or assignee who did not receive Licensor's consent.
- 14.3. Notwithstanding anything to the contrary in this Section 14, without any approval or consent of Licensor, this Agreement and/or any Site Supplement may be sold, assigned or transferred by Licensee to (i) any entity in which Licensee directly or indirectly holds a controlling equity or similar interest; (ii) any entity which directly or indirectly holds a controlling equity or similar interest in Licensee; or (iii) any entity directly or indirectly under common control with Licensee. Licensee may assign this Agreement and/or any Site Supplement to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Municipal Facility is located by reason of a merger, acquisition or other business reorganization without approval or consent of Licensor.
15. **Default.** It is a "Default" if either Party fails to comply with this Agreement or any Site Supplement and does not remedy the failure within (i) fifteen (15) days after written notice by the other Party for a monetary breach, or (ii), as to any other breach of this Agreement, thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice.

16. **Remedies.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may terminate this Agreement if the Default affects all Site Supplements and the Agreement as a whole, or any Site Supplement subject to the Default, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the State of California.
17. **Surrender.** Within ninety (90) days of the expiration of the Supplement Term of any Site Supplement, or upon the earlier termination thereof, Licensee shall remove all Equipment attached or ground mounted, at its sole expense, shall repair any damage to the Municipal Facilities or the ROW caused by such removal, and shall restore the Municipal Facilities to the condition in which they existed prior to the installation of the Equipment (whether attached or ground mounted), reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted.
18. **Notices.** Any notice, request, demand, statement or consent herein required or permitted to be given by either Party to the other hereunder, shall be in writing signed by or on behalf of the Party giving the notice and addressed to the other at the address as set forth below:

Licensor:

City Manager
City of Ukiah
Ukiah Civic Center
300 Seminary Avenue
Ukiah, California 95482

With copy to:

Director Electric Utility
City of Ukiah
Ukiah Civic Center
300 Seminary Avenue
Ukiah, California 95482

Licensee:

Cellco Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Each party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address. Each notice, demand, request or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served or sent for all purposes hereunder (i) two (2) business days after it shall be mailed by United States registered or certified mail, postage prepaid and return receipt requested, in any

post office or branch post office regularly maintained by the United States Postal Service, (ii) upon personal delivery, or (iii) one (1) business day after deposit with any recognized commercial air courier or express service. Any communication made by e-mail or similar method shall not constitute notice pursuant to this Agreement.

19. **Miscellaneous.**

- 19.1. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all negotiations, understandings or agreements. Any amendments to this Agreement must be in writing and executed by both Parties.
- 19.2. **Severability.** If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 19.3. **Governing Law.** This Agreement shall be governed by the laws of the State of California without regard to choice of law rules.
- 19.4. **Exhibits.** All Exhibits referred to and attached to this Agreement are incorporated herein by reference.
- 19.5. **Authority to Execute.** Any individual executing this Agreement on behalf of or as representative for a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such party, and this Agreement is binding upon such party in accordance with its terms. Licensor hereby designates and authorizes the Director of the Ukiah Electric Utility to execute all Site Supplements entered into under this Agreement. This designation and authorization may be changed by Licensor upon written notice to Licensee.
- 19.6. **No Waiver.** A Party shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.
- 19.7. **Force Majeure.** With respect to any provisions of this Agreement, the violation or non-compliance of any term of this Agreement which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon a Party, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such Party's reasonable control.

- 19.8. Limitation of Liability. Except for indemnification pursuant to Section 12, neither Party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 19.9. Waiver of Jury Trial. Each of the Parties hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement or the transactions contemplated hereby. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
20. Consent of Ukiah Joint Use Agreement Parties. Pursuant to the Ukiah Joint Use Agreement, Licensors and Licensees acknowledge and agree that the parties have obtained the requisite consent of the Ukiah Joint Use Agreement Parties as necessary for Licensee's use permitted hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of _____, 2019 (the "Execution Date").

LICENSOR:

City of Ukiah, a municipal corporation

By: _____
Name: _____
Title: _____

LICENSEE:

Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

EXHIBIT A

Form of Site Supplement

Supplement

This Supplement ("Supplement"), made this ____ day of _____, 20____ ("Effective Date") between the City of Ukiah, a municipal corporation, with an address of Ukiah Civil Center, 300 Seminary Avenue, Ukiah, California 95482, hereinafter designated "Licensor," and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, with its principal offices at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated "Licensee":

1. Supplement. This is a Site Supplement as referenced in that certain Agreement for the Use of Licensor Property in Connection with the Operation of a Wireless Network, between Licensor and Licensee dated _____, 20____ ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of the Agreement shall govern unless otherwise stated in this Supplement. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. Project Description and Locations. Licensee shall have the right to use the Municipal Facility or Non-Municipal Facility for Equipment at the designated areas in the ROW as further depicted in Exhibit 1 attached hereto (the "Licensed Area").
3. Equipment. The Equipment to be installed at the Licensed Area is depicted in Exhibit 1 attached hereto.
4. Term. The term of this Supplement shall be as set forth in Section 3.2 of the Agreement.
5. Fees. The initial annual Attachment Fee for the term of this Supplement shall be _____, as determined in accordance with the Agreement, and as adjusted by Section 4.1 of the Agreement.
6. Commencement Date. The first day of the month following the date Licensee has commenced installation of its Equipment at the Licensed Area.
7. Approvals/Fiber. It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively, the "Governmental Approvals") that may be required by any federal, state or local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee use of the Licensed Area as set forth above. In the event that (i) any of such applications for

such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Supplement. Notice of Licensee's exercise of its right to terminate shall be given to 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]



AGENDA SUMMARY REPORT

SUBJECT: Award of Bid to Apparent Low Bidder in an Amount to be Provided for the Northwestern Pacific Rail Trail, Phase 3 Specification No. 18-04, and Possible Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Andrew Stricklin

ATTACHMENTS:

None

Summary: Council will consider awarding a contract to the apparent low bidder in an amount of to be provided for the Northwestern Pacific Rail Trail, Phase 3, Specification No. 18-04 and, if necessary, approve a corresponding budget amendment.

Background: The NWP Rail Trail Phase 3 will extend the existing rail trail (Phase 1) from Clara Avenue north to Brush Street, and will include a bridge crossing over Orr Creek. Staff obtained a California Natural Resources Agency grant in the amount of \$1,400,067 through the Urban Greening Program for the design and construction of this project. This project completes the Rail Trail to the north boundary of the city limits.

Discussion: On May 1, 2019, Council approved the Plans and Specifications for the Northwestern Pacific Rail Trail, Phase 3, Specification No. 18-04, and directed Staff to advertise for bids; the Engineer's Estimate was \$1,244,745. Bids were released on July 12, 2019, and will be opened on August 5, 2019.

RECOMMENDED ACTION: Award of bid to apparent low bidder in an amount to be provided for the Northwestern Pacific Rail Trail, Phase 3, Specification No. 18-04 and, if necessary, approve budget amendment.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 51124210.80230 PC17034: \$902,209.51

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Public Works Director/City Engineer; Andrew Stricklin, Public Works Management Analyst; Mary Horger, Procurement Manager

Approved:


Sage Sangiacomo, City Manager

This project is being presented to Council immediately after award in effort to take advantage of this construction season. With the opening of bids after the time of this report, staff will provide a copy of all submitted contractor bids and identify the apparent winning low bid, as well as an award recommendation.

With an Engineer's Estimate of \$1,244,745, and dependent upon what amount the bids come in at, it may be necessary to authorize a budget amendment at the time of bid award to fully fund this project. Additional details will be provided prior to or at the time of presentation.



AGENDA SUMMARY REPORT

SUBJECT: Award of Bid to Apparent Low Bidder in an Amount to be Provided for the 2019 Street Reconstruction Project, Specification No. 19-09 and Possible Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Andrew Stricklin

ATTACHMENTS:

None

Summary: Council will consider awarding a contract to the apparent low bidder in an amount of to be provided for the 2019 Street Reconstruction Project, Specification No. 19-09 and, if necessary, authorize a corresponding budget amendment.

Background: Using the City's Pavement Management Program, staff has identified a need to reconstruct Orchard Avenue from East Perkins Street north to 190' north of Ford Street. Work will include a complete reconstruction of the subgrade and paving from West Perkins to Ford Street and a 2" asphalt overlay from Ford Street north for 190'. Work will also include the replacement of existing striping and road markings. In compliance with Title II of the Americans with Disabilities Act (ADA), this project will also include the construction or upgrade of existing curb returns to ADA compliant ramps. Staff has identified and designed six curb ramps to be completed with this project, as identified in the project plans. Staff has inspected the existing utilities under the road and determined no replacement to be necessary.

RECOMMENDED ACTION: Award of bid to apparent low bidder in an amount to be provided for the 2019 Street Reconstruction Project, Specification No. 19-09 and, if necessary, authorize corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: Measure Y 12024200.80230 PC 18148: \$700,000; HUTA 50024220.80230 PC 18148: \$300,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Public Works Director/City Engineer; Andrew Stricklin, Public Works Management Analyst; Mary Horger, Procurement Manager

Approved: _____

Sage Sangiacomo
Sage Sangiacomo, City Manager

Discussion: On July 3, 2019, Council approved the Plans and Specifications for the 2019 Street Reconstruction Project, Specification No. 19-09 and directed Staff to advertise for bids; the Engineer's Estimate was \$1,186,555. Bids were released on July 16, 2019, and will be opened on August 6, 2019.

This project is being presented to Council immediately after award (and after the publication of the agenda) in effort to take advantage of this construction season. With the opening of bids after the time of this report, staff will provide a copy of all submitted contractor bids to Council members and identify the apparent winning low bid, as well as award recommendation.

This project was originally budgeted for the 2019/2020 fiscal year in the following funds: 12024200.80230.18148 (Measure Y): \$700,000, and 50024220.80230.18148 (HUTA): \$300,000, for a total budgeted project amount of \$1,000,000. With an Engineer's Estimate of \$1,186,555, and dependent upon what amount the bids come in at, it may be necessary to authorize a budget amendment at the time of bid award to fully fund this project. Additional details will be provided prior to or during the presentation.



AGENDA SUMMARY REPORT

SUBJECT: Award of Contract for Gobbi Street Underground District No. 3, Specification No. 19-03 to St. Francis Electric, LLC in the Amount of \$2,024,419, and Approve Budget Amendment in the Amount of \$1,900,000 (EUD).

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers

ATTACHMENTS:

[Attachment 1 Gobbi Re-Bid Results](#)

[Attachment 2 - St. Francis Electric Bid - Gobbi Street Undergrounding](#)

Summary: The City of Ukiah Electric Department is requesting the City Council to award the contract for the Gobbi Street Underground District No. 3, Specification No. 19-03, to St. Francis Electric, LLC for the total bid amount of \$2,024,419, and approve budget amendment in the amount of \$1,900,000.

Background: On December 6, 2017, the Ukiah City Council approved Gobbi Street Underground District #3, a City improvement project to enhance the beauty of our Community. Council approved the plans and specifications for this project on March 6, 2019. Following the approval, the City distributed the plans and specifications to the required builders' exchanges, publicly advertised this project in the Ukiah Daily Journal, sent copies of the Notice to Bidders to all licensed Class A contractors on the City's 2019 Qualified Contractors List, and posted them to the City's website.

RECOMMENDED ACTION: Award of Contract for Gobbi Street Underground District No. 3, Specification No. 19-03 to St. Francis Electric, LLC in the Amount of \$2,024,419, and Approve Budget Amendment in the Amount of \$1,900,000 (EUD).

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: Electric Utility Capital Fund 80126100.80230.18045: \$500,000

PROPOSED BUDGET AMOUNT: Electric Utility Capital Fund 80126100.80230.18045: Additional \$1,900,000, for a revised amount of \$2,400,000

FINANCING SOURCE: 800 Fund Balance

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

Upon receipt of the original bids, Staff recommended rejecting all bids due to the lowest bid being 50% higher than the engineers estimate for this project. Council approved rebidding the project on June 5, 2019.

Following the re-bid process, the City Clerk opened bids on July 30, 2019, with three bidders responding. Attached is a copy of the Bid Tabulation (Attachment 1) for Council's review. Staff is recommending awarding the contract to St. Francis Electric, LLC in the amount of \$2,024,419 (Attachment 2). If the contract is awarded, construction would be scheduled to start in August/September.

Discussion: This contract will install electric, phone and cable TV substructures (conduits and vaults) from State Street to Orchard Avenue, Marshall Street, and the 600 block of Leslie Street to underground existing overhead facilities. The new duct system will also inter-connect with existing underground facilities that were installed with the Orchard substation project. The connection between the new and old duct systems will provide a pathway for all utilities to underground their overhead facilities. In addition, this contract installs the necessary LED streetlights on steel poles.

ATTACHMENT 1									
GOBBI STREET UNDERGROUNDING PROJECT - RE-BID									
City of Ukiah				St. Francis Electric, LLC		RaPID Construction		Royal Electric Company	
Bid Opening: 2019-07-30				975 Carden Street San Leandro, CA 94577		3072 Research Way STE 54 Carson City, NV 89706		8481 Carbide Court Sacramento, CA 95828	
Base Bid									
Item #	Item Description	Quantity	UOM	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (12 INCH X 36 INCH TRENCH)	1592	LF	\$67.00	\$106,664.00	\$85.00	\$135,320.00	\$112.00	\$178,304.00
2	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (18 INCH X 36 INCH TRENCH)	95	LF	\$104.00	\$9,880.00	\$100.00	\$9,500.00	\$62.00	\$5,890.00
3	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (18 INCH X 48 INCH TRENCH)	1207	LF	\$111.00	\$133,977.00	\$125.00	\$150,875.00	\$68.00	\$82,076.00
4	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24 INCH X 48 INCH TRENCH)	20	LF	\$129.00	\$2,580.00	\$125.00	\$2,500.00	\$95.00	\$1,900.00
5	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24 INCH X 59 INCH TRENCH)	2227	LF	\$122.00	\$271,694.00	\$125.00	\$278,375.00	\$127.00	\$282,829.00
6	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24 INCH X 75 INCH TO 80 INCH TRENCH)	85	LF	\$185.00	\$15,725.00	\$125.00	\$10,625.00	\$156.00	\$13,260.00
7	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (30INCH X 48 INCH TRENCH)	64	LF	\$145.00	\$9,280.00	\$250.00	\$16,000.00	\$107.00	\$6,848.00
8	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (30 INCH X59 INCH OFF-STREET TRENCH)	32	LF	\$150.00	\$4,800.00	\$250.00	\$8,000.00	\$147.00	\$4,704.00
9	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (30 INCH X 60 INCH TO 89 INCH TRENCH)	987	LF	\$154.00	\$151,998.00	\$215.00	\$212,205.00	\$305.00	\$301,035.00
10	REMOVE AND REPLACE ASPHALT CONCRETE (12 INCH TRENCH)	1412	SF	\$42.00	\$59,304.00	\$22.00	\$31,064.00	\$43.00	\$60,716.00
11	REMOVE AND REPLACE ASPHALT CONCRETE (18 INCH TRENCH)	1962	SF	\$54.00	\$105,948.00	\$22.00	\$43,164.00	\$43.00	\$84,366.00
12	REMOVE AND REPLACE ASPHALT CONCRETE (24 INCH TRENCH)	2965	SF	\$27.00	\$80,055.00	\$22.00	\$65,230.00	\$43.00	\$127,495.00
13	REMOVE AND REPLACE ASPHALT CONCRETE (30 INCH TRENCH)	2607	SF	\$55.00	\$143,385.00	\$22.00	\$57,354.00	\$43.00	\$112,101.00
14	1 INCH PVC SCH 40 CONDUIT (COMCAST) INCLUDING INSTALLATION	997	FT	\$3.00	\$2,991.00	\$5.00	\$4,985.00	\$3.00	\$2,991.00
15	2 INCH PVC SCH 40 CONDUIT (COMCAST) INCLUDING INSTALLATION	10944	FT	\$4.00	\$43,776.00	\$4.00	\$43,776.00	\$5.00	\$54,720.00
16	3 INCH PVC SCH 40 CONDUIT (COMCAST) INCLUDING INSTALLATION	35	FT	\$129.00	\$4,515.00	\$10.00	\$350.00	\$15.80	\$553.00
17	2 INCH PVC SCHE 40 CONDUIT (AT&T) INCLUDING INSTALLATION	1084	FT	\$5.00	\$5,420.00	\$5.00	\$5,420.00	\$5.20	\$5,636.80
18	4 INCH PVC SCH 40 CONDUIT (AT&T) INCLUDING INSTALLATION	16098	FT	\$9.00	\$144,882.00	\$5.00	\$80,490.00	\$8.70	\$140,052.60
19	2 INCH PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	808	FT	\$4.00	\$3,232.00	\$5.00	\$4,040.00	\$5.00	\$4,040.00
20	3 INCH PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	1614	FT	\$7.00	\$11,298.00	\$8.00	\$12,912.00	\$7.30	\$11,782.20
21	4 INCH PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	4198	FT	\$9.00	\$37,782.00	\$8.00	\$33,584.00	\$8.80	\$36,942.40
22	6 INCH PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	3226	FT	\$10.00	\$32,260.00	\$10.00	\$32,260.00	\$17.40	\$56,132.40
23	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	675	SF	\$57.00	\$38,475.00	\$45.00	\$30,375.00	\$67.00	\$45,225.00
24	CURB AND GUTTER REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	15	LF	\$110.00	\$1,650.00	\$75.00	\$1,125.00	\$218.00	\$3,270.00
25	EXCAVATE, BACKFILL, COMPACT AND INSTALL CABLE SERVICE VAULTS B48 (COMCAST)	12	EA	\$550.00	\$6,600.00	\$2,500.00	\$30,000.00	\$1,870.00	\$22,440.00
26	EXCAVATE, BACKFILL, COMPACT AND INSTALL CABLE SERVICE VAULTS N36 (COMCAST)	8	EA	\$1,500.00	\$12,000.00	\$1,500.00	\$12,000.00	\$1,730.00	\$13,840.00
27	EXCAVATE, BACKFILL, COMPACT AND INSTALL CABLE SERVICE VAULTS N30 (COMCAST)	12	EA	\$350.00	\$4,200.00	\$1,600.00	\$19,200.00	\$1,640.00	\$19,680.00
28	EXCAVATE, BACKFILL, COMPACT AND INSTALL SERVICE VAULTS 24 X 36 X 30 AT (AT&T)	25	EA	\$1,859.00	\$46,475.00	\$5,000.00	\$125,000.00	\$4,460.00	\$111,500.00
29	EXCAVATE, BACKFILL, COMPACT AND INSTALL SERVICE VAULTS 30 X 60 X 48 AT (AT&T)	4	EA	\$4,075.00	\$16,300.00	\$11,000.00	\$44,000.00	\$9,400.00	\$37,600.00
30	EXCAVATE, BACKFILL, COMPACT AND INSTALL SERVICE VAULTS 48 X 78 X 48 AT (AT&T)	6	EA	\$10,685.00	\$64,110.00	\$12,000.00	\$72,000.00	\$9,600.00	\$57,600.00
31	EXCAVATE, BACKFILL, COMPACT AND INSTALL CONCRETE VAULT (CITY TO PROVIDE VAULT 48)	2	EA	\$610.00	\$1,220.00	\$10,000.00	\$20,000.00	\$6,000.00	\$12,000.00
32	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PEDESTAL BOX PAD (CITY TO PROVIDE)	3	EA	\$2,000.00	\$6,000.00	\$2,300.00	\$6,900.00	\$3,550.00	\$10,650.00
33	EXCAVATE, BACKFILL, COMPACTION AND INSTALL TRANSFORMER BOX PAD (CITY TO PROVIDE)	2	EA	\$7,000.00	\$14,000.00	\$3,000.00	\$6,000.00	\$4,530.00	\$9,060.00
34	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA	\$3,998.00	\$3,998.00	\$5,000.00	\$5,000.00	\$4,530.00	\$4,530.00
35	EXCAVATE, BACKFILL, COMPACTION AND INSTALL SECONDARY SERVICE BOX (CITY TO PROVIDE)	19	EA	\$450.00	\$8,550.00	\$3,000.00	\$57,000.00	\$2,120.00	\$40,280.00
36	DRIVEWAY, SIDEWALK AC REMOVAL AND REPLACEMENT BEHIND RIGHT-A-WAY ALONG LESLIE AND MARSHALL STREETS	815	SF	\$50.00	\$40,750.00	\$35.00	\$28,525.00	\$54.00	\$44,010.00
37	LANDSCAPE REMOVAL AND REPLACEMENT- GOBBI, LESLIE, MARSHALL SREETS AND ORCHARD AVENUE	1	LS	\$18,000.00	\$18,000.00	\$45,000.00	\$45,000.00	\$3,030.00	\$3,030.00
38	LANE STRIPING	1400	FT	\$12.80	\$17,920.00	\$12.00	\$16,800.00	\$28.00	\$39,200.00
39	TRAFFIC LOOP REPAIR	2	EA	\$31,000.00	\$62,000.00	\$4,000.00	\$8,000.00	\$1,820.00	\$3,640.00
40	1 INCH HDPE CONDUIT INCLUDING INSTALLATION	2115	FT	\$30.00	\$63,450.00	\$33.00	\$69,795.00	\$14.50	\$30,667.50
41	STREETLIGHT FOUNDATIONS INCLUDING REMOVAL AND REPLACEMENT OF SIDEWALK AND INSTALLATION OF STREETLIGHT STANDARD AND LUMINAIRE (CITY TO PROVIDE STANDARD AND LUMINAIRE)	22	EA	\$3,750.00	\$82,500.00	\$3,500.00	\$77,000.00	\$9,700.00	\$213,400.00
42	INSTALL STREETLIGHT JUNCTION BOXES AND MAKE ELECTRIC CONNECTIONS. (CITY TO PROVIDE)	23	EA	\$700.00	\$16,100.00	\$800.00	\$18,400.00	\$1,760.00	\$40,480.00
43	#8 AWG THWN INCLUDING INSTALLATION	6750	FT	\$1.30	\$8,775.00	\$1.50	\$10,125.00	\$1.46	\$9,855.00
44	#12 AWG THWN INCLUDING INSTALLATION	5000	FT	\$1.10	\$5,500.00	\$1.50	\$7,500.00	\$1.12	\$5,600.00
45	BORE AND JACK 12 INCH STEEL CASING (ELECTRIC)	20	FT	\$1,110.00	\$22,200.00	\$2,300.00	\$46,000.00	\$2,100.00	\$42,000.00
46	BORE AND JACK 16 INCH STEEL CASING (AT&T AND CATV)	20	FT	\$1,110.00	\$22,200.00	\$2,300.00	\$46,000.00	\$2,100.00	\$42,000.00
47	MOBILIZATION	1	LS	\$20,000.00	\$20,000.00	\$269,090.02	\$269,090.02	\$202,855.10	\$202,855.10
48	DEMOBILIZATION	1	LS	\$5,000.00	\$5,000.00	\$75,000.00	\$75,000.00	\$163,000.00	\$163,000.00
49	TRAFFIC CONTROL	1	LS	\$35,000.00	\$35,000.00	\$85,000.00	\$85,000.00	\$77,000.00	\$77,000.00
Total Bid Amount					\$2,024,419.00		\$2,468,864.02		\$2,878,787.00
Listed Subs				Apply-A-Line Striping		Apply-A-Line Striping		Bay Area Traffic Solutions, Inc. Traffic Control	
				Walter C. Smith Company, Inc. Jack & Bore		M&M Hansen Communications Street Light System Jack & Bore		Cal Boring Boring	
								Granite Construction AC Removal Patching	
								Sierra Striping Striping	

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
GOBBI STREET UNDERGROUNDING PROJECT – RE-BID**

Specification No. 19-03

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

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

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

BIDDING SCHEDULE

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

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

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

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

Lowest bid will be based on the lowest Base Bid.

NAME OF BIDDER:
SPEC #:
PROJECT NAME:

St. Francis Electric, LLC
19-03
GOBBI STREET UNDERGROUNDING PROJECT – *RE-BID*

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	Excavate, trench, backfill and compaction (12" x 36" trench)	LF	1592	\$ <u>67</u>	\$ <u>106,664</u>
2	Excavate, trench, backfill and compaction (18" x 36" trench)	LF	95	\$ <u>104</u>	\$ <u>9,880</u>
3	Excavate, trench, backfill and compaction (18" x 48" street)	LF	1207	\$ <u>111</u>	\$ <u>133,977</u>
4	Excavate, trench, backfill and compaction (24" x 48" trench)	LF	20	\$ <u>129</u>	\$ <u>2,580</u>
5	Excavate, trench, backfill and compaction (24" x 59" trench)	LF	2227	\$ <u>122</u>	\$ <u>271,694</u>
6	Excavate, trench, backfill and compaction (24" x 75" to 80" trench)	LF	85	\$ <u>185</u>	\$ <u>15,725</u>
7	Excavate, trench, backfill and compaction (30" x 48" trench)	LF	64	\$ <u>145</u>	\$ <u>9,280</u>
8	Excavate, trench, backfill and compaction (30" x 59" trench)	LF	32	\$ <u>150</u>	\$ <u>4,800</u>
9	Excavate, trench, backfill and compaction (30" x 61" to 89" trench)	LF	987	\$ <u>154</u>	\$ <u>151,998</u>
10	Remove and replace asphalt concrete (12" trench)	SF	1412	\$ <u>42</u>	\$ <u>59,304</u>
11	Remove and replace asphalt concrete (18" trench)	SF	1962	\$ <u>54</u>	\$ <u>105,948</u>
12	Remove and replace asphalt concrete (24" trench)	SF	2965	\$ <u>27</u>	\$ <u>80,055</u>
13	Remove and replace asphalt concrete (30" trench)	SF	2607	\$ <u>55</u>	\$ <u>143,385</u>
14	1" PVC Sch 40 Conduit (Comcast) including installation	FT	997	\$ <u>3</u>	\$ <u>2,991</u>
15	2" PVC Sch 40 Conduit (Comcast) including installation	FT	10,944	\$ <u>4</u>	\$ <u>43,776</u>
16	3" PVC Sch 40 Conduit (Comcast) including installation	FT	35	\$ <u>129</u>	\$ <u>4,515</u>
17	2" PVC Sch 40 Conduit (AT&T) including installation	FT	1084	\$ <u>5</u>	\$ <u>5420</u>
18	4" PVC Sch 40 Conduit (AT&T) including installation	FT	16,098	\$ <u>9</u>	\$ <u>144,882</u>
19	2" PVC Sch 40 Conduit (Electric) including installation	FT	808	\$ <u>4</u>	\$ <u>3,232</u>

20	3" PVC Sch 40 Conduit (Electric) including installation	FT	1614	\$ <u>7</u>	\$ <u>11,298</u>
21	4" PVC Sch 40 Conduit (Electric) including installation	FT	4198	\$ <u>9</u>	\$ <u>37,782</u>
22	6" PVC Sch 40 Conduit (Electric) including installation	FT	3226	\$ <u>10</u>	\$ <u>32,260</u>
23	Sidewalk removal and replacement for installation of electric, cable & AT&T vaults and boxes	SF	675	\$ <u>57</u>	\$ <u>38,475</u>
24	Curb and gutter removal and replacement for installation of electric, cable & AT&T vaults and boxes	LF	15	\$ <u>110</u>	\$ <u>1,650</u>
25	Excavate, backfill, compaction and install cable service vault (B48)	EA	12	\$ <u>550</u>	\$ <u>6,600</u>
26	Excavate, backfill, compaction and install cable service vault (N36)	EA	8	\$ <u>1,500</u>	\$ <u>12,000</u>
27	Excavate, backfill, compaction and install cable service vault (N30)	EA	12	\$ <u>350</u>	\$ <u>4,200</u>
28	Excavate, backfill, compaction and install AT&T service BOX (24 X 36 X 30 AT)	EA	25	\$ <u>1,859</u>	\$ <u>46,475</u>
29	Excavate, backfill, compaction and install AT&T service BOX (30 X 60 X 48 AT)	EA	4	\$ <u>4,075</u>	\$ <u>16,300</u>
30	Excavate, backfill, compact and install Service Vaults 48x78x48AT (AT&T)	EA	6	\$ <u>10,685</u>	\$ <u>64,110</u>
31	Excavate, backfill, compaction and install Concrete Vault (City to Provide Vault 48)	EA	2	\$ <u>610</u>	\$ <u>1,220</u>
32	Excavate, backfill, compaction and install Pedestal Box Pad (City to Provide)	EA	3	\$ <u>2,000</u>	\$ <u>6,000</u>
33	Excavate, backfill, compaction and install Transformer Box Pad (City to Provide)	EA	2	\$ <u>7,000</u>	\$ <u>14,000</u>
34	Excavate, backfill, compaction and install Padmount Switch Box Pad (City to Provide)	EA	1	\$ <u>3,998</u>	\$ <u>3,998</u>
35	Excavate, backfill, compaction and install Secondary Service Box (City to Provide)	EA	19	\$ <u>450</u>	\$ <u>8,550</u>
36	Driveway, sidewalk, AC removal and replacement behind right-of-way along Leslie and Marshall Streets (residential and commercial property)	SF	815	\$ <u>50</u>	\$ <u>40,750</u>
37	Landscape removal and replacement on Gobbi, Marshall, Leslie Streets and Orchard Avenue	LS	1	\$ <u>18,000</u>	\$ <u>18,000</u>
38	Lane striping	FT	1400	\$ <u>12.⁰⁰</u>	\$ <u>17,920</u>
39	Traffic Loop Repair	EA	2	\$ <u>31,000</u>	\$ <u>62,000</u>

40	1" HDPE conduit including installation	FT	2115	\$ <u>30</u>	\$ <u>63,450</u>
41	Streetlight foundations including sidewalk removal and replacement and streetlight standard and luminaire installation	EA	22	\$ <u>3,750</u>	\$ <u>82,500</u>
42	Install streetlight junction boxes and make electric connections.	EA	23	\$ <u>700</u>	\$ <u>16,100</u>
43	#8 AWG copper conductor including installation	FT	6750	\$ <u>1.³⁰</u>	\$ <u>8,775</u>
44	#12 AWG conductor including installation	FT	5000	\$ <u>1.¹⁰</u>	\$ <u>5,500</u>
45	Bore and jack 14" steel casing (Electric) including installation	LF	20	\$ <u>1,110</u>	\$ <u>22,200</u>
46	Bore and jack 14" steel casing (AT&T and Comcast) including installation	LF	20	\$ <u>1,110</u>	\$ <u>22,200</u>
47	Mobilization	LS	1	\$ <u>20,000</u>	\$ <u>20,000</u>
48	Demobilization	LS	1	\$ <u>5,000</u>	\$ <u>5000</u>
49	Traffic Control	LS	1	\$ <u>35,000</u>	\$ <u>35,000</u>
TOTAL BID ==>>					\$ <u>2,024,419</u>

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.

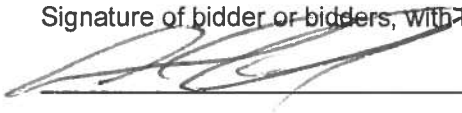
Witness our hands this day of July 29, 2019.

Licensed in accordance with an act providing for the registration of California Contractors License No. 1003811, expiration date 05/31/21.

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: 1000022208

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



Andrew Amador/ Vice President

St. Francis Electric, LLC

975 Carden street

San Leandro, CA 94577 P: 510-639-0639 F: 510-639-9116

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.

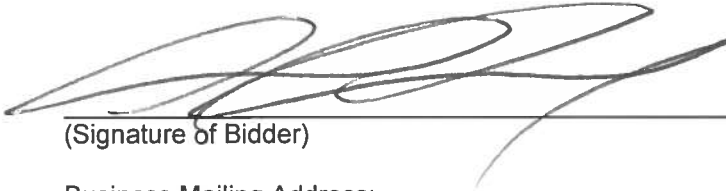
975 Carden street, San Leandro, CA 94577

President: Robert Spinardi, Secretary: Guy Smith

Treasurer: Karla Bauer, Manager: Guy Smith

FAIR EMPLOYMENT PRACTICES CERTIFICATIONTO: City of UkiahMendocino County, California.

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.

GOBBI STREET UNDERGROUNDING PROJECT – RE-BID


(Signature of Bidder)

Business Mailing Address:

St. Francis Electric, LLC975 Carden streetSan Leandro, CA 94577

Business Location:

975 Carden streetSan Leandro, CA 94577

(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 29th day of July, 2019

Signature of Bidder, with Business Address:



St. Francis Electric, LLC

975 Carden street

San Leandro, CA 94577

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

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

Signature and address of Bidder:

 _____ Date 07/29/19
St. Francis Electric, LLC
975 Carden street
San Leandro, CA 94577

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

LIST OF PROPOSED SUBCONTRACTORS

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

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK
Apply-a-Line, LLC	1031889	1000053259	19652 N. Hirsh Court, Anderson CA 96007	Bid Item #38 Striping
Walter C. Smith Company, inc.	288799	1000008142	P.O. Box 1047 Clovis, CA. 93613	Bid Item(s) 45 & 46 Jack & Bore



STATEMENT OF EXPERIENCE OF BIDDER

GOBBI STREET UNDERGROUND PROJECT – REBID PG1 OF 3

Project Owner: City of Morgan Hill

Contact: Julie Chang

Phone: 408-779-7271

Project Description: Underground Utilities/ all existing overhead utilities to underground

Bid amount: \$1,987,005.00

Percent performed as a general contractor: 100%

Project Owner: City of Dublin

Contact: Christopher Foss

Phone: \$925-833-6650

Project Description: Underground Utilities/ all existing overhead utilities to underground

Bid amount: \$1,361,538.00

Percent performed as a general contractor: 100%



STATEMENT OF EXPERIENCE OF BIDDER

GOBBI STREET UNDERGROUND PROJECT – REBID PG2 OF 3

Project Owner: City of Hayward

Contact: Sammy Lo

Phone: 510-583-4768

Project Description: Underground Utilities/ all existing overhead utilities to underground

Bid amount: \$375,997.00

Percent performed as a general contractor: 100%

Project Owner: City of Oakley

Contact: Kevin Rohani

Phone: 925-625-7003

Project Description: Underground Utilities/ Joint Trench

Bid amount: \$128,884.88

Percent performed as a general contractor: 100%



STATEMENT OF EXPERIENCE OF BIDDER

GOBBI STREET UNDERGROUND PROJECT – REBID PG3 OF 3

Project Owner: City of Dublin

Contact: Michael B

Phone: 925-833-6630

Project Description: Joint Trench Rule 20A / Underground

Bid amount: \$1,499,956.75

Percent performed as a general contractor: 100%

SIGNATURE(S) OF BIDDER

Accompanying this proposal is Bidder's Bond in 10% of total Bid amount
(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.

President: Robert Spinardi, Secretary: Guy Smith

Treasurer: Karla Bauer, Manager: Guy Smith

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

License No. 1003811, License Expiration Date 05/31/19.

Signature(s) of Bidder: St. Francis Electric, LLC

 Guy Smith/ Vice President

 Andrew Amador/ Vice President

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: 975 Carden street

San Leandro, CA 94577

Place of residence: 975 Carden street

San Leandro, CA 94577

Dated: 07/29/19

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, ST. FRANCIS ELECTRIC, LLC

_____, as PRINCIPAL and

THE GUARANTEE COMPANY OF NORTH AMERICA USA

_____, 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 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 30, 2019 for GOBBI STREET UNDERGROUNDING PROJECT – RE-BID, SPECIFICATION 19-03.

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 JULY,
A.D. 20 19.

ST. FRANCIS ELECTRIC, LLC (Seal)

_____, (Seal)

ANDY AMADOR, VICE PRESIDENT (Seal)

Principal

THE GUARANTEE COMPANY OF NORTH AMERICA USA (Seal)

_____, (Seal)

KELI WHEATLEY, ATTORNEY-IN-FACT (Seal)

Surety

Address: 1026 OAKS STREET

SUITE 200

CLAYTON, CA 94517



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robert W. Babcock, Mollie Whalen, Katherine Christine Babcock, James Lawrence Ronhaar, Keli Wheatley, Maxwell Newlin, Brandon Keup
R.W. Babcock Insurance Brokerage, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 25th day of July, 2019

Randall Musselman, Secretary

ACKNOWLEDGMENT

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 Alameda)

On JULY 25, 2019 before me, SHERI DIANE COOPER, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared KELI WHEATLEY,
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  (Seal)



ACKNOWLEDGMENT

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.

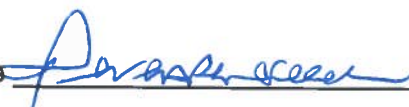
State of California
County of Alameda)

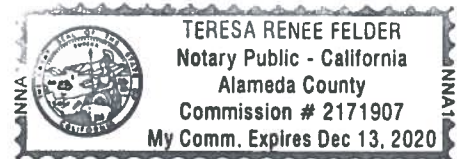
On 07/26/19 before me, Teresa Renee Felder, Notary Public
(insert name and title of the officer)

personally appeared Andy Amador, Vice President
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  (Seal)



NON-COLLUSION AFFIDAVIT

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

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing SPEC. 19-03, GOBBI STREET UNDERGROUNDING PROJECT – RE-BID 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.

Andrew Amador

Vice President

Signature(s) of Bidder

Business Address: St. Francis Electric, LLC

P.O. Box 2057

San Leandro, CA 94577

Place of Residence: St. Francis Electric, LLC

975 Carden street

San Leandro, CA 94577

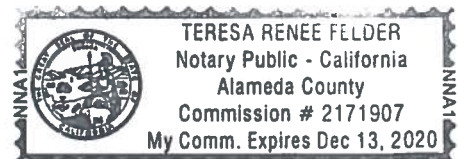
NOTARIZATION

Subscribed and sworn to before me this 29 day of July, 2019.

Teresa Renee Felder

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

My Commission Expires 12/13/20, 20 20.





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 Draft 2 REDLINE](#)

[Attachment 2 - Camping Ordinance Revision Draft 2 CLEAN](#)

Summary: The City Council will consider introducing and adopting an urgency ordinance ("Urgency Ordinance") amending the City's Camping Ordinance.

Background: A September 2018 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 that have resulted from the City's inability to enforce its Camping Ordinance.

This item was continued from the July 17, 2019 City Council meeting, and the attached version of the Urgency Ordinance (Attachments 1 and 2) incorporates public comments from that meeting. Those changes clarify the intent of the Urgency Ordinance, added additional definitions and detail for ease of interpretation, and changed the structure of Section 6081 of the Ordinance for ease of interpretation.

Discussion: The Urgency Ordinance amends the Camping Ordinance to comply with the Martin v. City of Boise decision, to impose 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 utilize 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 of~~ Personal Property ~~On on~~ Public ~~Or or~~ Private Property

§6084: Penalty ~~For 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, tarpaulins, 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 FACILITIES also include RECREATIONAL OR MOTOR VEHICLES USED AS CAMP FACILITIES

TO CAMP OR CAMPING: ~~To The occupation of a CAMP SITE 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, as applicable, 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~~ portable stoves, barbecues, grills, cooking pots, 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 ~~property~~, when used or stored with CAMP PARAPHERNALIA as described herein.

CAMP SITE: The physical area on PUBLIC or PRIVATE PROPERTY occupied by CAMP FACILITIES and/or CAMP PARAPHERNALIA for purposes of CAMPING.

ESTABLISH: Setting up or moving CAMP FACILITIES, CAMP PARAPHERNALIA or other equipment, supplies or materials onto PUBLIC or PRIVATE PROPERTY to CAMP or make ready 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 top of the bank of any creek, stream, river or drainage facility the purpose of which is to channel water to a creek, stream or river.

MAINTAIN: Keeping or permitting CAMP FACILITIES, CAMP PARAPHERNALIA or other equipment, supplies or materials to remain on PUBLIC or PRIVATE PROPERTY in order to CAMP or using CAMP FACILITIES make ready to CAMP.

MOTOR VEHICLE: A self-propelled car, truck or van or other motorized vehicle that can carry two (2) or more persons within an enclosed or enclosable portion thereof.

OCCUPY: To be physically present and/or reside at a CAMP SITE.

OPERATE: Participating or assisting in establishing or maintaining a CAMP or CAMP FACILITY.

PERMANENT: When used in reference to a CAMP SITE, CAMP FACILITIES, CAMP PARAPHERNALIA or other equipment, supplies or materials: Any CAMP FACILITY, CAMP PARAPHERNALIA or other equipment, supplies or materials that cannot be broken down, packed up, and removed from a CAMP SITE as readily as a tent or tent-like structure, as commonly used for temporary recreational CAMPING.

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 open to the public and 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 OR MOTOR VEHICLES USED AS CAMP FACILITIES: Recreational or Motor Vehicles when placed on PUBLIC or PRIVATE PROPERTY to CAMP.

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.

SIDEWALK: Any area of PUBLIC PROPERTY adjacent to a STREET, or within a parking lot, whether improved or unimproved, and commonly intended or designed for pedestrian use.

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~~ in this Article, it is unlawful and a public nuisance for any person to CAMP, or to ESTABLISH, MAINTAIN, OPERATE OR OCCUPY a CAMP SITE, CAMP FACILITIES, or use CAMP PARAPHERNALIA in or upon the areas listed in subsections A-GF:

A. Any public park except as provided for in Section 1967 of this Code ~~PUBLIC PROPERTY, except when permitted under subsection D;~~

B. ~~Within any FLOODWAY~~ Any SIDEWALK;

C. Any STREET except for RECREATIONAL OR MOTOR VEHICLES USED AS CAMP FACILITIES that are legally parked and do not remain parked longer than the posted time limit, if any, or twelve hours, whichever is less; ~~PRIVATE PROPERTY, except when permitted under subsection D.~~

D. Any other PUBLIC PROPERTY except as otherwise permitted in this Article; ~~The prohibitions on CAMPING do not apply to:~~

E. Any FLOODWAY whether on PUBLIC or PRIVATE PROPERTY;

F. Any PRIVATE PROPERTY, except when permitted under Subsection G.

G. 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~~

~~43.~~ CAMPING on PUBLIC or PRIVATE PROPERTY in connection with a special event, when authorized pursuant to ~~section~~ Section 6082 of this Aarticle.

H. No person shall be in violation of the general prohibition on CAMPING on PUBLIC PROPERTY contained in Subsection D 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 utilize or sleep in such shelter.

I. Even if the prohibition on CAMPING does not apply, because the requirements set forth in Subsection H of this Section are not met, ESTABLISHMENT, MAINTAINANCE, OPERATION or OCCUPATION of CAMP FACILITIES is prohibited between the hours of 7:00 a.m. and 10:00 p.m. and constitutes a violation of this Section 6081, except as otherwise permitted herein.

J. Even if the prohibition on CAMPING does not apply, because the requirements set forth in Subsection H of this Section are not met, ESTABLISHMENT, MAINTAINANCE, OPERATION or OCCUPATION of a CAMP SITE, 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 otherwise permitted herein.

K. RECREATIONAL OR MOTOR VEHICLES USED AS CAMP FACILITIES shall be allowed to occupy a space equal to the dimensions of the vehicle, if parking in the space is otherwise permitted under this Code, but the ESTABLISHMENT, MAINTENANCE, OPERATION, or OCCUPATION of a CAMP, CAMP FACILITIES, or use of CAMP PARAPHERNALIA outside the vehicle is prohibited and constitutes a violation of this Section 6081 except as otherwise permitted herein.

L. ESTABLISHMENT, MAINTENANCE, OPERATION or OCCUPATION of PERMANENT CAMP FACILITIES or CAMP PARAPHERNALIA for CAMPING; attaching PERMANENT structures to trees or other onsite fixtures and the associated installation of fencing or similar materials is prohibited and constitutes a violation of this Section 6081.

§6082 SPECIAL EVENT PERMIT

The Ceity Mmanager 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 Ceity Mmanager 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 Ceity sponsored event. The application shall contain such information as the Ceity Mmanager 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 ~~C~~city ~~M~~anager to deny a future application by such organization, and shall be subject to any other remedies authorized by this ~~C~~ode 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.

§6085 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 September 2018 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
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SECTION:

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§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:

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TO CAMP OR CAMPING: The occupation of a CAMP SITE, either in the open air or using CAMP FACILITIES and CAMP PARAPHERNALIA, including to place, pitch, or use, as applicable, CAMP FACILITIES or CAMP PARAPHERNALIA for such purposes.

CAMP PARAPHERNALIA: Bedrolls, blankets, tarpaulins, cots, beds, sleeping bags, tents, hammocks, mattresses, sleeping pads, portable stoves, barbecues, grills, cooking pots, 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 property, when used or stored with CAMP PARAPHERNALIA as described herein.

CAMP SITE: The physical area on PUBLIC or PRIVATE PROPERTY occupied by CAMP FACILITIES and/or CAMP PARAPHERNALIA for purposes of CAMPING.

ESTABLISH: Setting up or moving CAMP FACILITIES, CAMP PARAPHERNALIA or other equipment, supplies or materials onto PUBLIC or PRIVATE PROPERTY to CAMP or make ready 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 top of the bank of any creek, stream, river or drainage facility the purpose of which is to channel water to a creek, stream or river.

MAINTAIN: Keeping or permitting CAMP FACILITIES, CAMP PARAPHERNALIA or other equipment, supplies or materials to remain on PUBLIC or PRIVATE PROPERTY to CAMP or make ready to CAMP.

MOTOR VEHICLE: A self-propelled car, truck or van or other motorized vehicle that can carry two (2) or more persons within an enclosed or enclosable portion thereof.

OCCUPY: To be physically present and/or reside at a CAMP SITE.

OPERATE: Participating or assisting in establishing or maintaining a CAMP or CAMP FACILITY.

PERMANENT: When used in reference to a CAMP SITE, CAMP FACILITIES, CAMP PARAPHERNALIA or other equipment, supplies or materials: Any CAMP FACILITY, CAMP PARAPHERNALIA or other equipment, supplies or materials that cannot be broken down, packed up, and removed from a CAMP SITE as readily as a tent or tent-like structure, as commonly used for temporary recreational CAMPING.

PRIVATE PROPERTY: Real property that is not PUBLIC PROPERTY, including, but not limited to, STREETS, sidewalks, and improved or unimproved land.

PUBLIC PROPERTY: Real property that is open to the public and 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, and improved or unimproved land and parks.

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RECREATIONAL OR MOTOR VEHICLES USED AS CAMP FACILITIES: Recreational or Motor Vehicles when placed on PUBLIC or PRIVATE PROPERTY to CAMP.

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.

SIDEWALK: Any area of PUBLIC PROPERTY adjacent to a STREET, or within a parking lot, whether improved or unimproved, and commonly intended or designed for pedestrian use.

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 this Article, it is unlawful and a public nuisance for any person to CAMP, or to ESTABLISH, MAINTAIN, OPERATE OR OCCUPY a CAMP SITE, CAMP FACILITIES, or use CAMP PARAPHERNALIA in or upon the areas listed in subsections A-F:

- A. Any public park except as provided for in Section 1967 of this Code;
- B. Any SIDEWALK;
- C. Any STREET except for RECREATIONAL OR MOTOR VEHICLES USED AS CAMP FACILITIES that are legally parked and do not remain parked longer than the posted time limit, if any, or twelve hours, whichever is less;.
- D. Any other PUBLIC PROPERTY except as otherwise permitted in this Article;
- E. Any FLOODWAY whether on PUBLIC or PRIVATE PROPERTY;
- F. Any PRIVATE PROPERTY, except when permitted under Subsection G.G. 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 on PUBLIC or PRIVATE PROPERTY in connection with a special event, when authorized pursuant to Section 6082 of this Article.
- H. No person shall be in violation of the general prohibition on CAMPING on PUBLIC PROPERTY contained in Subsection D 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 utilize or sleep in such shelter.

I. Even if the prohibition on CAMPING does not apply, because the requirements set forth in Subsection H of this Section are not met, ESTABLISHMENT, MAINTAINANCE, OPERATION or OCCUPATION of CAMP FACILITIES is prohibited between the hours of 7:00 a.m. and 10:00 p.m. and constitutes a violation of this Section 6081, except as otherwise permitted herein.

J. Even if the prohibition on CAMPING does not apply, because the requirements set forth in Subsection H of this Section are not met, ESTABLISHMENT, MAINTAINANCE, OPERATION or OCCUPATION of a CAMP SITE, 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 otherwise permitted herein.

K. RECREATIONAL OR MOTOR VEHICLES USED AS CAMP FACILITIES shall be allowed to occupy a space equal to the dimensions of the vehicle, if parking in the space is otherwise permitted under this Code, but the ESTABLISHMENT, MAINTENANCE, OPERATION, or OCCUPATION of a CAMP, CAMP FACILITIES, or use of CAMP PARAPHERNALIA outside the vehicle is prohibited and constitutes a violation of this Section 6081 except as otherwise permitted herein.

L. ESTABLISHMENT, MAINTENANCE, OPERATION or OCCUPATION of PERMANENT CAMP FACILITIES or CAMP PARAPHERNALIA for CAMPING; attaching PERMANENT structures to trees or other onsite fixtures and the associated installation of fencing or similar materials is prohibited and constitutes a violation of this 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.

§6085 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 September 2018 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: Award Contract for Specification #E32818 – Installing Underground Conduit and Associated Equipment on North Orchard Avenue to Diamond D Construction, LLC of Ukiah, CA in the amount of \$44,052.25. (EUD)

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers

ATTACHMENTS:

[Attachment 1 Bid Results-Orchard Realignment](#)

[Attachment 2 Diamond D Bid-Orchard Realignment](#)

Summary: Council will consider approving a contract in the amount of \$44,052.25 for Specification #E32818, Installing Underground Conduit and Associated Equipment on North Orchard Avenue to Diamond D Construction, LLC of Ukiah, CA

Background: The Electric Utility Department is reconfiguring the underground electrical infrastructure on Orchard Avenue to improve the reliability and capacity to the area businesses and the hospital. This project will consist of all labor and materials for the installation of the underground conduit duct. In addition to this contract, the EUD will install new conductor and padmounted switchgear.

On July 3, 2019, a bid notice was released to all Class A contractors on the City's qualified bidder's list for the Specification #E32818 - Installing Underground Conduit and Associated Equipment on North Orchard Avenue. Specifications were also released to the builder's exchanges, and the bid specifications were posted on the City's website.

RECOMMENDED ACTION: Award Contract to Diamond D Construction, LLC in the amount of \$44,052.25. (EUD)

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: FY19/20; 80126100.80230.18043; \$225,000

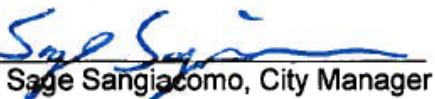
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Electric Capital

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Williamson, Buyer II

Approved: _____


Sage Sangiacomo, City Manager

Discussion: Bids were opened on July 17, 2019, with one (1) bidder 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). Staff recommends awarding the bid to Diamond D Construction, LLC in the amount of \$44,052.25. Funds are budgeted and available in 80126100.80230.18043.

ORCHARD CIRCUIT REALIGNMENT								
Owner:City of Ukiah								
Bid Opening:2019-07-17				* marks an allowance		Diamond D Construction, LLC		
						650 Blue Oak Dr Ukiah, CA 95482 US Bid Status:Valid		
Bid Results - Orchard Circuit Realignment								
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price		Item Total	
1		EXCAVATE, TRENCH, BACKFILL AND	195	LF	\$114.33		\$22,294.35	
2		REMOVE AND REPLACE ASPHALT CONCRETE	490	SF	\$13.59		\$6,659.10	
3		4" PVC SCH 40 CONDUIT INCLUDING	220	FT	\$22.42		\$4,932.40	
4		6" PVC SCH 40 CONDUIT INCLUDING	280	FT	\$24.63		\$6,896.40	
5		SIDEWALK REMOVAL AND REPLACEMENT	24	SF	\$86.25		\$2,070.00	
6		REMOVE, REPLACE LANDSCAPE AND	1	LS	\$1,200.00		\$1,200.00	
Bid List Total							\$44,052.25	
Total Bid Amount							\$44,052.25	
Listed Subs								



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.

REQUEST FOR BID

City of Ukiah

EV CHARGING STATION PROJECT

Specification No. E32819

June 25, 2019

Bid Due Date

1:30 p.m. July 10, 2019

I. Introduction

City of Ukiah is seeking bids from qualified Contractors for all labor, equipment and materials for the installation of a pedestrian walkway, a wheel chair accessible van parking space, lower one of two EV charger foundations and add an ADA accessible ramp from the parking space to the new walkway in Ukiah, CA 95482.

II. Bid Procedure

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

III. Contact Person

The City has designated Mary Williamson, Buyer II, as the contact person for questions related to the work requested. Questions are to be submitted in writing, and can be done so by fax at (707) 313-3831, or by e-mail at mwilliamson@cityofukiah.com.

IV. Examination of the Site

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

V. Bid Submittal Instructions

Bids can be submitted in hardcopy, fax, or by email. **Bids are due on or before 1:30 PM, July 10, 2019** to:

City of Ukiah Purchasing Department
Attn: Mary Williamson
1320 Airport Road
Phone: (707) 467-5777, Fax: (707) 313-3831
Email: mwilliamson@cityofukiah.com

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

VI. Scope of Work

Work requested shall, in general, consist of 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, California. (See Attachment A, Pages 1-5)

Note: The electrical portion of the project listed below has been completed.

1. Power pole installation
2. Meter panel installation
3. Secondary box and conduit
4. 2' x 2' charger foundations

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

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

Work to be completed no later than: August 16, 2019

VII. Estimated Quantities on Request for Bid Form

The preliminary estimate of the quantities of work to be done and materials to be furnished shown in the proposal are approximate only, being given as a basis for the comparison of bids. The City of Ukiah does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work or to omit portions of the work that may be deemed necessary or expedient by the City.

The Unit prices for the various Construction Items on the Request for Bid form include all costs associated with this specification and all attachments, 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 on the Request for Bid form shall represent the total and complete cost of the fully functional Project. All work not specifically listed on the Request for Bid sheet but 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.

Upon award of contract, the Contractor shall furnish to the City a cost breakdown for each contract lump sum item within 10 working days after the contract has been approved. The cost break-down shall be approved by the City, in writing, before any partial payments for the items of work will be made. The approved cost break-down will be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment of compensation for the items(s) of work due to the changes ordered by the City. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in the compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with increases and decreases in the quantity of a contract item of work in accordance with the Contractor bid price. Additions or deletions in the quantity of work as set forth in these specifications and accompanying drawings for lump sum items may be ordered by the City after the contract price has been adjusted accordingly to the satisfaction of both the Contractor and the City of Ukiah, and they have been accepted in writing by the City.

VII. Measurement and Payment

Measurement – Measured by the units of measure identified on the Request for Bid form. The unit prices submitted shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved as described by the project scope and plans, and no additional compensation will be allowed therefore.

VIII. Terms

The payment terms will be Net 30 days after receipt of invoice, after the project has been successfully completed and approved.

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

IX. Addenda

If it becomes necessary to revise any part of this Request for Bid (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 bid in response to the RFB must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

X. Bidder Qualifications

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

XI. Insurance Requirements

Bidder’s attention is directed to the insurance requirements – see attached detailed insurance requirements (two pages) Attachment C. Contractors shall furnish to the City, *upon award of contract*, certificates of insurance covering full liability under Worker’s Compensation laws of the State of California, Comprehensive General Liability and Business Auto Insurance with policy limits of not less than \$1,000,000 naming the City as an additional insured party.

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

XII. License and Additional Requirements

- 1) Compliance with Laws and Regulations: All materials, parts and equipment furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of California and OSHA. The contractor shall, if requested by the City, supply certification and evidence of such compliance.
- 2) Legal Requirements and Permits: The contractor agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required, and it will be the responsibility of the contractor to obtain any and all necessary licenses, permits or clearances, including the actual cost of licenses.
- 3) License Requirements: Bidder/Contractor must possess a current **State of California contractor's license** and a **City of Ukiah business license**. (For information business license, please contact Kathy Norris, City of Ukiah Finance Department at 707-463-6202.)
 - a) The Contractor shall possess a valid State of California Class A or Class C-8 license. Bidder shall provide proof of possession of the proper licenses and certificates of registration necessary to perform the work. Employees actually performing the tasks shall provide proof of proper certificates of registration for same.
 - b) The bidder shall keep in force a City of Ukiah business license for the extent of the project.
 - c) Where subcontractors/jobbers are used, bidder shall provide the City with proof of proper licenses, certificates and proof of insurance for work performed.
- 4) Notice to Bidders – Contractor Registration and Prevailing Wages – If the work bid exceeds \$15,000, 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. If meeting or exceeding the dollar threshold of \$15,000, the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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. All contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

INDEMNIFY AND HOLD HARMLESS AGREEMENT

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

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

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

This bid is submitted by, (check one)

☐ Individual Owner ☐ Partnership ☒ Corporation ☐ Other

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

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

Tax ID# 81-4916062

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

- | | |
|---|--|
| <p>1. COMPANY NAME: <u>N/A</u></p> <p>CONTACT: <u>Ryan Varnum</u></p> <p>ADDRESS: <u>Feliz Creek Hopland</u></p> <p>PHONE: <u>(707) 900-1145</u></p> | <p><u>Installed concrete</u></p> <p><u>patio/sidewalk</u></p> |
| <p>2. COMPANY NAME: <u>Green Right a way</u></p> <p>CONTACT: <u>Steve Bray</u></p> <p>ADDRESS: <u>Blue Oak Dr. Ukiah</u></p> <p>PHONE: <u>707 (707) 344-0759</u></p> | <p><u>Sidewalk panels</u></p> <p><u>curb and gutter</u></p> <p><u>patch paved for</u></p> <p><u>city of lakeport</u></p> |
| <p>3. COMPANY NAME: <u>Ukiah Unified</u></p> <p>CONTACT: <u>Gebe Sherman</u></p> <p>ADDRESS: _____</p> <p>PHONE: <u>(707) 421-0792</u></p> | <p><u>Ukiah high</u></p> <p><u>LID project</u></p> <p><u>in 2018</u></p> |
| <p>4. COMPANY NAME: <u>Cloverdale Reality</u></p> <p>CONTACT: <u>Bill Andrew</u></p> <p>Phone ADDRESS: <u>(707) 489-8040</u></p> | <p><u>Road install</u></p> <p><u>Pad building</u></p> |
| <p>5. COMPANY NAME: <u>Bill Wilber</u></p> <p>CONTACT: <u>707 707-1994</u></p> <p>ADDRESS: <u>820 Mark West Springs</u></p> <p>PHONE: <u>(707) 707-1994</u></p> | <p><u>clean up fire debris</u></p> <p><u>site developement</u></p> <p><u>for rebuild</u></p> |

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

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

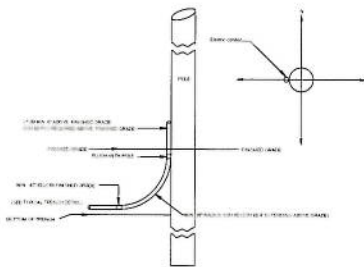
Phone Number

ATTACHMENT A CHARGING STATION

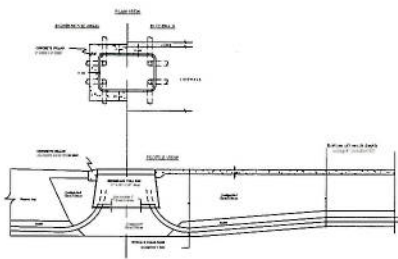
All Construction shall comply with the:

2016 California Building and/or Residential Code
2016 California Electrical Code
2016 California Plumbing Code
2016 California Mechanical Code
2016 California Green Building Standards
City of Ukiah Zoning Codes
as amended by local ordinance

CHARGING STATION



TYPICAL DETAIL 36° ELBOW
STUBBED UP POLE
IN PROPER QUADRANT



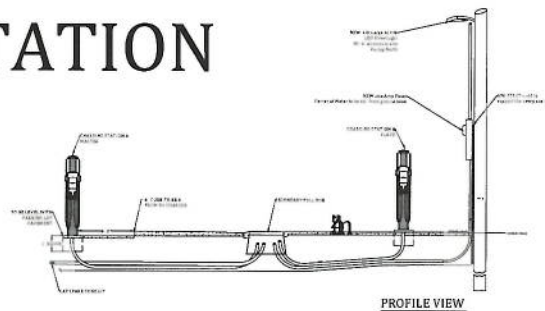
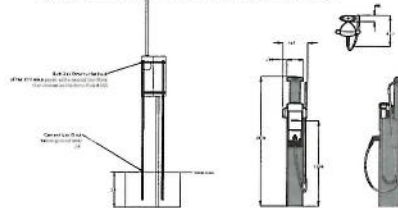
PULLBOX INSTALLATION



LOCATION OVERVIEW
DETAILS PAGE 2

INSTALLATION:

1. Set new 2" wood power pole 3' East of the West POC and 2'-6" South of the North BOC. New Pole to be #265.
2. Install a new 17"x30" secondary pull box centered at 28" East of the West POC and 12" West of Pole #265. Set the North face of the secondary pull box 2" South of the North Curb BOC.
3. Trench and install 1-3" conduit from the new secondary pull box to pole #265.
4. Install 2 ChargePoint EV chargers. Charging station "A" (Master) to be installed 17'-0" from West POC and 1' BOC between parking spaces 1 and 2. Charging station "B" (Slave) to be installed 36'-0" from West POC and 1' south from North BOC, between parking spaces 3 and 4.
5. Trench and install 3-2" conduits from the new secondary pull box. One to rise up in the center charging station "B" (Slave), one to rise up north/west in the center of charging station "A" (Master) and the third to go west and be capped.
6. Install a new 200 Amp meter panel onto Uni-Strut 2" off west face of pole #265. Set Uni-Strut into concrete at base.
7. Install 2-STR Tri-Plex from existing pole 090AKSN12 to pole #265. Add a c01 Large LED streetlight with a 6' aluminum arm to pole #265. 24' high.



PROFILE VIEW

CONSTRUCTION NOTES:

- a. Electrical substructures (conduit, grounding) shall be inspected by the UEID prior to proper installation prior to backfill of any excavation. Call the UEID at (707) 467-5775 to schedule inspection. The Contractor shall notify the UEID 48 hours in advance of any inspection to be performed outside of the normal workday (Monday through Thursday). Contractor shall pay all overtime premiums associated with inspections outside of the normal workday.
- b. All conduit shall be provided with the proper sized mandrel for the size conduit installed. Conduit shall be free of dirt, rocks or other obstructions which could prevent, hinder or harm the installation of electric cable. Conduits shall be joined using a medium body, clear, electrical conduit PVC solvent cement approved by the UEID. All PVC couplings shall be long line couplings.
- c. Trench depth and location may have to be adjusted slightly in the field to avoid existing facilities.
- d. Contractor to be responsible for condition of all substructures for a period of one year from the date of acceptance (for example, trench settlement, damaged substructures, etc.).
- e. The contractor shall do no excavating until all utility agencies have been given the opportunity to mark their facilities in the field. The contractor shall pothole all underground utilities locations to determine exact depth prior to trenching.
- f. All trenches shall be backfilled and compacted per City specifications.
- g. Mule Tape (City to provide) shall be installed in all conduits. The open end of all conduits must be protected in a manner that prohibits dirt or debris from entering.
- h. All lane and street closures shall be submitted to the Public Works Department for approval 7 days in advance of scheduled closures. All closures must be approved prior to commencement of work.

DATE	2/7/2019
PROJECT	WCH 2019-023
SHEET	1 of 5
CHARGING STATION PROJECT	ELECTRIC ONLY
CITY OF UKIAH	Electric Utility
ELECTRIC DEPARTMENT	VARIES
REVISION	#1
DATE	2/7/2019
APPROVED BY	NAME
USA NORTH 801	Call before You Dig

DETAIL PAGE

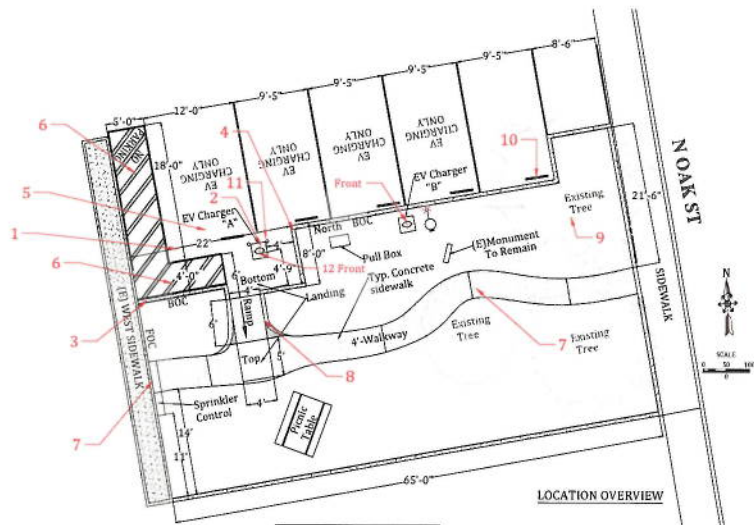


TABLE 1 DIMENSIONS FOR ALTERNATE PLACEMENT
10"
12"
14"
16"
18"
20"
22"
24"
26"
28"
30"
32"
34"
36"
38"
40"
42"
44"
46"
48"
50"
52"
54"
56"
58"
60"
62"
64"
66"
68"
70"
72"
74"
76"
78"
80"
82"
84"
86"
88"
90"
92"
94"
96"
98"
100"

NOTE: "A" may not be more than 42"
"B" may not be less than 12"

TABLE 2 BARRIER POSTS
10"
12"
14"
16"
18"
20"
22"
24"
26"
28"
30"
32"
34"
36"
38"
40"
42"
44"
46"
48"
50"
52"
54"
56"
58"
60"
62"
64"
66"
68"
70"
72"
74"
76"
78"
80"
82"
84"
86"
88"
90"
92"
94"
96"
98"
100"

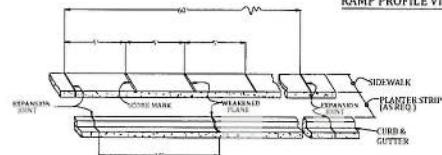
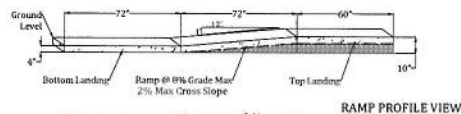
NOTE: "A" may not be more than 42"
"B" may not be less than 12"

EQUIPMENT BARRIER PROTECTION POSTS

EV CHARGER "A"

INSTALLATION:

- Sawcut and remove 22' of the existing curbline that runs east and west, starting from the (E) West Sidewalk FOC. Remove all dirt, roots and existing material back 8' south and 22' from (E) West Sidewalk FOC a total 272 Sq Ft.
- Locate the existing EV Charger "A" 2x2 pad. Pad shall be lowered to match final elevation grade of the finished work.
- From the (E) West sidewalk on the west side of parking lot, measure beginning from the north-east corner FOC to 22' south. Install a new 6" wide by 6" high concrete curb-line. The new curb will extend east 12' to the beginning of the Ramp location.
- From the east edge of the existing curb that was previously saw cut, install a new 6" high by 6" wide curb to go south 8' parallel with the existing (E) West Sidewalk. Continue the 6' curb from the 8' mark west 5', to the new Ramp location.
- Pave all the new cut out location level with the existing parking lot grade.
- Paint the new pavement to indicate no parking area, EV CHARGING ONLY area and wheel chair accessible areas. The "NO PARKING" shall be 5' wide 18' long, with an additional 4' wide wheel chair accessible travel way, marked with stripes indicating wheel chair accessibility. See Striping Plan page 5
- Construct a cement sidewalk 4' wide to start at the (E) West Sidewalk just north of the water controls, 14' north of the south-east corner of the (E) West Sidewalk.
- The sidewalk shall match all public Works requirements. Have less than a 1% grade at any point. The new sidewalk needs to go from the west side of the park and meander around the trees to the east side connecting to the City's existing sidewalk. The new sidewalk will connect to the new Ramp and new top landing that will enter form the new cutout parking location.
- Do Not harm existing trees.
- Install new humpers stops at each parking stall, 2' from FOC
- Install new 6" bollards in front of EV Charger "A" @ north corner of chargers foundation, do not encroach on 18' parking space requirement. Per Bollard Specification.
- EV Charger "A" to face south into the park.
- Sidewalk, landscaping, parking and access ide shall not have a cross slope of more than 2%. There shall be no change in height more than 1' Per CBC11B303.3 & 303.4
- Safely move (E) monument 2' north to avoid new sidewalk



NOTES: (SEE STD. DRG. # 102)

- Worked Plan: 1" wide x 1" deep in sidewalk, 1" wide x 1" deep in curb and gutter (10' on center)
- Expansion joints: material to be 1" thick pre-molded joint filler, full thickness of concrete. Approved mechanical joints may be used in walls in lieu of expansion joints. Expansion joints shall be placed in the sidewalk at the same locations as those in the curb and gutter, where the sidewalk is adjacent to the curb and gutter, unless otherwise directed by the Engineer. Distance between joints is 60'. Expansion joints shall be installed in the curb and gutter at all curb returns, and also at all driveway.
- Score Marks: In sidewalk 5' on center. In sidewalk 6' or more in width, longitudinal score marks along center of walk. In areas with existing sidewalk, score marks to match existing, or shall meet the approval of the City Engineer.
- Class "B" concrete shall be used.
- Relative comparison for aggregate base material 40-60.
- Worked Plan shall be made of both sides of walls and curb bases from back of curb to back of sidewalk.

DATE	2/7/2019	PROJECT	WCH 2019-023	SHEET	2 of 5
CHARGING STATION PROJECT			ELECTRIC ONLY		
ELECTRIC DEPARTMENT	SCALE	VARIATION	NAME		
REVISION	#1	SHOZZOLI	NAME		



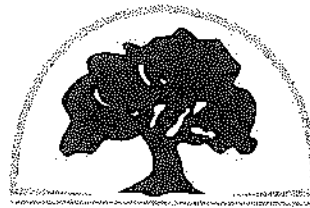
CHARGING STATIONS

TO BE LOCATED IN UKIAH CALIFORNIA 95482 IN THE PARKING LOT THAT IS BETWEEN THE EAST-WEST STREETS OF W STANDLEY STREET AND W PERKINS STREET AND THE NORTH-SOUTH STREETS OF NORTH OAK STREET AND NORTH PINE STREET.
THE PARK IS LOCATED NORTH-EAST SIDE OF THE PRKNG LOT
GOOGLE EARTH COORDINATES: 39° 9'0.13"N, 123°12'35.55"W

	ELECTRIC DEPARTMENT		DATE	
	PERSON EMANUEL	#1	SCALE VARIES	2/7/2019
	PROJECT		PROJECT #	
	CHARGING STATION		WOM 2019-023	
		NAME		SHEET
		ELECTRIC ONLY		3 of 5



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



City of Ukiah

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 Sanguino, City Manager

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: 100346991

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

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: WCISCGL000346401

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/>)

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

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

TYLER LAWSONDetail:

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

DBA

Name

DIAMOND D CONSTRUCTION, LLC

Diamond D Engineering

Showing Page 1 of 1

Registration History

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



**TOKIO MARINE
HCC**

Surety Group
625 The City Drive South, Suite 205, Orange, CA 92868
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 Obligee) as Obligee, 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 Obligee 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 obligee the damages which the obligee 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.

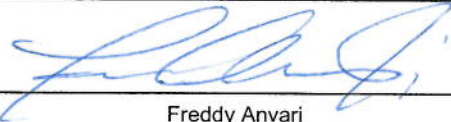
Principal:

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 Document

Title or Type of Document: Bond # BB2008491 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
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.

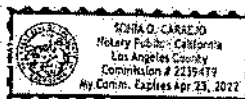
I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sonia O. Carrejo

(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
Kio Lo, Assistant Secretary

HCCSZZ POAUSSIC06/2018

visit tmhcc.com/surety for more information



AGENDA SUMMARY REPORT

SUBJECT: Discuss and Consider Responses to the Ukiah Valley Sanitation District Regarding the Calculation of ESSUS and Notice to Assume Billing and Collection.

DEPARTMENT: Water Resources

PREPARED BY: Sage Sangiacomo

ATTACHMENTS:

[Attachment #1 - ESSU Calculations 2019-7-9](#)

[Attachment #2 - Ltr to James Regarding calculating connection fees](#)

[Attachment #3 - 2019-07-11 UVSD to City RE Billing and Collection Services](#)

[Attachment #4 - Sangiacomo letter to District re notice DB edits 7-31-19revDR](#)

Summary: The Ukiah City Council will discuss and consider responses to two letters received from the Ukiah Valley Sanitation District.

Background: The City of Ukiah has received two letters from the Ukiah Valley Sanitation District that require responses.

1. The City received the letter dated July 7, 2019, included as Attachment #1, via email on July 9, 2019. The letter is signed by Duncan James, Attorney for the Ukiah Valley Sanitation District. In the letter, Mr. James indicates that "Effective August 1, 2019, the District will take over the initial assessment of building permit applications for sewer service for properties located in the District's jurisdictional boundaries."

RECOMMENDED ACTION: Discuss and consider responses to the Ukiah Valley Sanitation District and provide any necessary direction to staff.

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; Sean White, Director of Water Resources; Tim Eriksen, Director of Public Works; Dan Buffalo, Director of Finance

Approved: _____


Sage Sangiacomo, City Manager

A draft response for the City Council's review and consideration is included as Attachment #2. In summary, the response indicates the described takeover would be a breach of the Operating Agreement between the City and District and any changes would require the parties to amend the agreement. The letter goes on to state that the City would be willing to consider changes to the agreement if the discussion also included changes sought by the City. The City favors an effort by both parties to first identify possible changes followed by one or more joint meetings between the District Board and the City Council to attempt agreement on the changes.

2. The City received the letter dated July 11, 2019, included as Attachment #3, via mail on July 16, 2019. The letter is signed by Dave Redding, District Manager for the Ukiah Valley Sanitation District (UVSD). In the letter, Mr. Redding indicates the UVSD Board of Directors has elected to assume its own billing and collection functions and is providing twelve (12) months written notice of the District's election.

A draft response for the City Council's review and consideration is included as Attachment #4. The attached letter details the City's many concerns regarding the District's election to assume billing collection services, including the lack of analysis performed by the District and the required approvals that have not yet been sought from the Financing Agencies. The fiscal and operational impact to the District and City to prepare for a transition of District-only customer billings will be considerable, requiring significant resources. If the District desires and is able to obtain the necessary approvals, the City recommends an orderly and fiscally prudent process, as not to needlessly disrupt customers and/or wastefully expense funds/effort.

Discussion: Council will discuss and consider possible responses to each letter from the Ukiah Valley Sanitation District.

LAW OFFICE OF DUNCAN M. JAMES

DUNCAN M. JAMES
DONALD J. McMULLEN
K. J. FLAVETTA
DOUGLAS L. LOSAK

LAMBS INN
P. O. BOX 1381
445 NORTH STATE STREET
UKIAH, CALIFORNIA 95482
(707) 468-9271

FAX (707) 468-0453
lawoffice@duncanjames.com

July 7, 2019

Sage Sangiacomo, City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Re: ESSU Calculations

Mr. Sangiacomo:

In recent weeks the District has been approached by multiple potential residential and commercial users of the sewer system, whose property is located within the District's jurisdictional boundaries, for the purpose of calculating the equivalent sewer service units (ESSUS) relevant to their development. I have been instructed by the DISTRICT to forward you this letter to streamline the building permit application process.

Effective August 1, 2019, the DISTRICT will take over the initial assessment of building permit applications for sewer service for properties located within the DISTRICT's jurisdictional boundaries. This pertains to any application "filed with the CITY Building Department or the Mendocino County Building Department for a (1) project that will require the payment of a Connection fee, or (2) the remodel or change in use of a structure with an existing Connection," for which an "assessment of the number of ESSUs and the associated fee" is required. These applications would be referred to the District for assessment and fee calculation and, in keeping with the Operating Agreement, by the end of business on the day the assessment is completed, the DISTRICT would forward by "email a copy of the proposed permit and the assessment (inclusive of the calculation and all supporting details, facts, and information used to perform the calculation and all documents supporting and relating to the calculation) of ESSUs" to the CITY. This will be done either by "certified mail or tracked email in order to verify delivery and receipt." (See Operating Agreement, Section II.E.2, pp. 25-26.)

As noted, this procedure is identical to that set forth in the Operating Agreement, section II.E.2, at pp. 25-26, except for the fact that the DISTRICT, rather than the CITY, would do the original assessment and calculations for connections in its boundaries.

If during this process the CITY disagrees with the DISTRICT's assessment and calculations, then the same procedure detailed in the Operating Agreement (§ II.E.2, beginning on page 26, fifth line, with the words "Within ten (10) business days . . ." through to the end of

Sage Sangiacomo

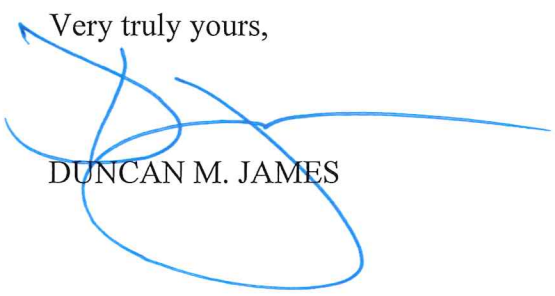
Page 2

June 7, 2019

said paragraph) would be followed, except of course the word "DISTRICT" would be substituted for "CITY" and "CITY would be substituted for "DISTRICT."¹

Please let us know on or before July 20, 2019 whether the CITY agrees so the DISTRICT can make the necessary internal adjustments for the District Manager to begin processing the assessment and calculation of DISTRICT ESSU's.

Very truly yours,



DUNCAN M. JAMES

CC: Theresa McNerlin
Ernie Wipf
Dave Redding
Jared Walker
Dave Rapport
Tim Erikson
Sean White

¹ I.E. "Within ten (10) business days of its receipt of the permit application and the assessment from the DISTRICT, the CITY shall respond to the DISTRICT with any questions, disputes, or modifications to the assessment or Connection fee. If DISTRICT and CITY do not concur on the assessment or Connection fee, the DISTRICT and CITY shall meet and/or exchange information as necessary. If the Parties fail to resolve the dispute within ten (10) business days of the DISTRICT'S receipt of the CITY'S written questions or disputes, or such further time as the Parties may agree, the dispute shall be resolved as provided in Section II.G. 1. Failure of the CITY to respond to the receipt of the assessment and Connection fee sent by the DISTRICT will be assumed to mean that the CITY does not object to the DISTRICT'S assessment or the Connection fee."

Law Offices Of

RAPPORT AND MARSTON

Sole Practitioners

405 W. Perkins Street
Ukiah, California 95482
e-mail: drapport@pacbell.net

David J. Rapport, Ukiah City Attorney

(707) 462-6846
FAX 462-4235

August 7, 2019

Duncan James
Law Offices of Duncan James
P.O. Box 1381
445 North State Street
Ukiah, CA 95482

SENT BY EMAIL (mendolaw@duncanjames.com) AND REGULAR U.S. MAIL

Re: Connection fee calculations pursuant to Section E.2 of the Operating Agreement

Dear Mr. James:

Your July 7, 2019, letter to City Manager Sage Sangiacomo has been referred to me for a response. In that letter you state that: "Effective August 1, 2019, the District will take over the initial assessment of building permit applications for sewer service for properties located in the District's jurisdictional boundaries."

Under the Operating Agreement between the City and the District, the described takeover would constitute a breach of Section E.2 as set forth in the last paragraph, starting on p. 25 and continuing on p. 26. Under that Section the City performs these calculations. A change in the procedure would require that the parties agree to amend those provisions of the agreement.

There are a number of provisions in the agreement that the City would like to amend. It does not want to negotiate a change sought by the District without discussing changes sought by the City. In addition, the City has concerns about how a District takeover of these calculations will work and will need to address those concerns before agreeing to amend this provision of the OA.

I have discussed negotiating changes to the OA with the City Council. It favors some effort at the staff level to identify provisions that either party wants to discuss changing and the substance of those changes followed by one or more joint meetings between the District Board and the City Council to attempt agreement on the changes.

Letter to Duncan James
Subject: Connection fee calculations
Date: August 7, 2019

Page 2

Please discuss this proposal with the District Board and notify the City know how it would like to proceed.

Very truly yours,

David J. Rapport, City Attorney

DAVE REDDING
District Manager

UKIAH VALLEY SANITATION DISTRICT
151 Laws Avenue
Ukiah, California 95482
TELEPHONE AND FAX: (707) 462-4429
EMAIL ADDRESS: DM@UVSD.ORG

Attachment #3

WEB SITE
www.uvsd.org

July 11, 2019

Sage Sangiacomo
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482



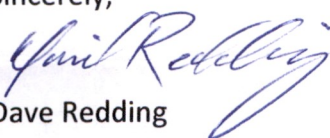
Re: Billing and Collections/Operating Agreement

Mr. Sangiacomo

During its June 24, 2019 meeting, the Ukiah Valley Sanitation District (District), by vote of its Board of Directors, elected to assume its own billing and collection services function. In accordance with Section II.B.2. of the Operating Agreement for the Combined Sewer System Serving The Ukiah Valley Sanitation District and The City of Ukiah (Operating Agreement), this will serve as formal written notice to the City of Ukiah (City) of the District's election to discontinue, twelve (12) months from the date of this notice, all of the billing and collection services provided to it by the City.

Pursuant to Section II.B.1. of the Operating Agreement, this will also serve as written request for District access to City billing and collection records, information, and material, including but not limited to the transfer of all District customer account information.

Sincerely,


Dave Redding
District Manager

KEN MARSHALL
DIRECTOR

JULIE BAWCOM
DIRECTOR

BOARD OF DIRECTORS
THERESA MCNERLIN
CHAIR

ANDREA REED
DIRECTOR

ERNIE WIPF
VICE-CHAIR

[City Letterhead]

Date

Dave Redding, District Manager
UKIAH VALLEY SANITATION DISTRICT
151 Laws Avenue
Ukiah, California 95482

Re: District notice under Section II.B.1 of the Operating Agreement to assume billing and collection functions for District ratepayer accounts

Dear Mr. Redding:

On July 16, 2019, I received your letter, dated July 11, 2019, containing the District's notice under Section II.B.2 of the Operating Agreement and its request under Section II.B.1 for District customer account information (the "Notice").

Initially, I have a concern about the effect of the notice under Section II.B.2. You indicate that pursuant to Section II.B.2 of the Operating Agreement, the District is giving the City notice of the District's election to discontinue, twelve (12) months from the date of this notice, the billing and collection services provided to it by the City.¹ Section II.B.2 states: "**Subject to section II.D.2.d.,** on not less than twelve (12) months written notice to CITY, or such other period of notice as agreed upon by the Parties, DISTRICT may, in its sole discretion, elect to discontinue all of the billing and collection services provided to DISTRICT by CITY." (Emphasis added.)

Under Section II.D.2.d(2) in the absence of a Refinancing of the 2006 WWTP Revenue Bonds, the District and the City must undertake a procedure to obtain various approvals or determinations from ABAG, the Bond Trustee and the bond insurer ("Financing Agencies") for proposed amendments to the Financing Agreement between the City and the District, and a determination from rating agencies rating the bonds that the amendments to the Financing Agreement and the District performing its own billing and collections will not result in a downgrading of the bond rating. The time required to receive or obtain those approvals and determinations is uncertain and it is uncertain whether the approvals will be given or obtained.

¹ As a minor point, if the notice is mailed, under Section H.10 of the Operating Agreement, the notice is deemed given 48 hours after it is deposited in the mail. The City does not know when the notice was deposited in the mail, so the 12 months may not run until July 13, 14 or 16.

The purpose of requiring “not less than” 12 months’ notice was to give the City and the District sufficient time to plan for and make adjustments required by the transfer of this function from the City to the District.

The City has serious concerns over the District’s decision to provide the one-year notice before it has fully investigated the details involved in assuming this billing and collection function. The City also seeks assurance that the District has fully considered all facets of billing and collections, including, but not limited to, the impact on the timely collection of sewer fees when the City can no longer terminate electric or water service for non-payment of sewer fees for District ratepayers in the Overlap Area; the potentially added cost to the District of collecting delinquent fees, and the customer service demands associated with billing and collections. The costs associated with billings and collections involve much more than simply sending bills and depositing payments.

Since the City remains liable for the full repayment of the 2006 Sewer Bonds, it has a vital interest in the District’s success in the timely collection of all fees that are due.

Given that we don’t know how long it will take to get the required approvals or even whether the approvals can be obtained, both the City and the District face the prospect of expending considerable effort and funds to plan for and execute the transfer of the billing and collection function without knowing whether the transfer will occur. The City is prepared to comply with the provisions of the Operating Agreement giving the District access to the City’s billing records within the required 60 days from the date the notice was mailed.

The City proposes to delay the meet and confer process under Section II.B.4 which must be requested within 30 days of giving the Notice. Until the District has developed a proposal for assuming the billing and collection function, it is difficult to identify the issues that would be discussed through that process.

The City also proposes that as soon as the District has determined whether and how it will assume the billing and collection functions, it begin the process of obtaining the required approvals and that the City not be required to plan for budgeting and staffing changes until those approvals are obtained. As just one example, the City currently bills City residents in the overlap area using a consolidated bill with City furnished utilities. It could be needlessly disruptive to require notice to these customers that they will be receiving a separate bill from the District for sewer service and will have to pay that bill to the District rather than making one payment to the City for all utility services, including sewer, if that change does not happen, because the District could not obtain the required approvals.

Once we know whether and how long it will take to obtain the required approvals, we can develop a realistic schedule for completing the transfer of the billing and collection function to the District.

Please let me know at your earliest convenience if the District agrees to these time extension requests. Unless we receive your agreement by August 12, we will be required to request to meet and confer under Section II.B.4 of the Operating Agreement to preserve that option.

Very truly yours,

Sage Sangiacomo, City Manager

DRAFT



AGENDA SUMMARY REPORT

SUBJECT: Approval of Proposal for a General Capital Equipment Municipal Lease Agreement with Umpqua Bank.

DEPARTMENT: Finance

PREPARED BY: Mary Horger

ATTACHMENTS:

[Attachment 1 - Umpqua Bank Proposal 10yr2019](#)

[Attachment 2 - Purchase Order No. 45813](#)

[Attachment 3 - Amortization Schedule](#)

Summary: Council will consider approving a proposal from Umpqua Bank for a general capital equipment municipal lease agreement for the financing of capital equipment as needed, and approve the financing of the Fire District Skeeter Brush Truck.

Background: Every year, Staff plans, and Council approves, the budget for various capital equipment purchases for all departments to enable Staff to provide the services needed to the public.

Discussion: Staff is seeking approval from Council to enter a general capital equipment municipal lease agreement with Umpqua Bank. Please see Attachment 1 for a copy of Umpqua Bank's proposal.

RECOMMENDED ACTION: Approve proposal for a general capital equipment municipal lease agreement with Umpqua Bank for the financing of capital equipment as needed for a one-year term, and authorize the City Manager to approve the extension for two additional years.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

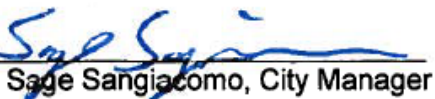
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Dan Buffalo, Director of Finance

Approved: _____


Sage Sangiacomo, City Manager

The proposal gives up to \$3,000,000 of financing available for equipment leasing as needed and determined by Finance to be fiscally advantageous to the City. When and if such determination is made, on a case-by-case basis, this will give the City another financial tool in managing cash flow and maximizing budgetary effectiveness, while taking advantage of historically low interest rates. Approval of this agreement will only make the funds available for draw-down. The actual financing approval of each piece of equipment will be subject to Council's approval at the time of purchase approval.

At this time, the financing for the Fire Authority's Skeeter Brush Truck is necessary to finalize. The purchase of this truck was approved by Council on December 19, 2019, and was budgeted for as a lease in 10021210.74500.V2671. Please see Attachment 2 for a copy of the Purchase Order. Originally, the payments were budgeted at \$29,200 for 10 years. Based on the attached amortization schedule (Attachment 3), yearly payments are estimated at \$26,204.89.

With this agreement, the actual interest rate will be locked at the time of draw.

ATTACHMENT 1



umpqua bank
equipment leasing & finance

July 17, 2019

City of Ukiah
C/O Trevor Mael

Dear Trevor:

I am pleased to present the terms and conditions of our proposal to lease equipment to The City of Ukiah. This letter is not an approval to enter into a lease, nor should it be construed as an offer or commitment to perform any undertaking.

An approval of this proposal may be considered after full review by the appropriate officers of Financial Pacific Leasing, Inc. and Umpqua Bank. Final approval may contain additional or modified terms.

Please indicate your interest in our proposal by signing and returning the enclosed copy of the "Terms and Conditions", along with the Security Deposit, by August 15, 2019. By accepting our proposal, you agree that Umpqua Bank Equipment Leasing & Finance shall not be held liable for any action or inaction stemming from this letter.

Thank you for this opportunity to respond to your needs. We hope that our proposal is both timely and competitive, and we look forward to working with you to successfully fund and close this transaction.

Sincerely,

Brian Hildebrandt
Vice President
1333 N. California Blvd., Suite 370
Walnut Creek, CA 94596
Phone: (925) 949-2865

Terms and Conditions:

Lessor:	Financial Pacific Leasing, Inc., d.b.a. Umpqua Bank Equipment Leasing & Finance, a subsidiary of Umpqua Bank or its assigns (“Lessor”)
Lessee(s):	City of Ukiah
Equipment Financing Vehicle:	Municipal Lease-Purchase Agreement
Equipment & Cost:	Various vehicles & equipment, (the “Equipment”). All Equipment shall be satisfactory to Lessor.
Lease Amount:	Not to exceed \$3,000,000.00 in the aggregate.
Lease Term:	Ten (10) years
Payments:	Twenty (20) payments, payable semi-annual in arrears
Lease Rate:	2.80% The lease rate specified above is based upon the like term (10 year) semi-bond Swap Rate sourced from Chatham Financial Market Data (“Index”) at 2.05% as of 7/16/2019. Should the Index increase prior to any lease schedule documentation and commencement, the lease rates shall be adjusted to maintain the economic returns anticipated by Lessor.
Tax Benefits:	The lease shall be considered a municipal lease/purchase and qualifies for tax-exempt status. Lessee shall pay all fees, assessments, sales, use, property and other taxes imposed, except those levied on the net income of Lessor by the United States, the State of California, or other applicable jurisdiction.
Commencement Date:	It is contemplated that the Equipment will be installed and acceptable for Lease Commencement on 8/1/2019 and/or on the first or fifteenth day of each month thereafter.
Interim Rent:	Interim rent will be payable from the funding date to the Lease Commencement Date at a rate equal to the Lease Rate Factor applied on a per diem basis to the amount funded.
Progress Payments:	Lessor will consider periodically disbursing funds to various Equipment vendors under a progress payment agreement (PPA) between Lessor and Lessee. Any funds outstanding under the PPA shall accrue interest from the date of funding to the lease funding date at the 30 day LIBOR rate + 350bp. Such interest shall be calculated 15 days prior to the 1 st day of each month and shall be fixed for each monthly period thereafter. Interest shall be payable on the 1 st day of each month after initial funding. No interest shall be capitalized into the Equipment cost.

End of Lease Options: At the end of the initial lease term, Lessee will have the option to purchase all, but not less than all, of the Equipment for \$1.00.

Expiration of Facility: Takedowns shall be allowed in amounts greater than \$25,000.00. All takedowns shall occur prior to June 30, 2020 and without extension, the facility shall expire. Lessor shall have no obligation to lease any item of Equipment after said date.

Net Lease: All costs of operation, maintenance, taxes, insurance and other affiliated costs will be paid by Lessee as this transaction has been structured as a net lease.

Insurance: Lessee will provide evidence of all-risk physical damage and liability insurance coverage in such amounts and with deductibles all as may be required by Lessor. In addition, endorsements and assignments of such policies shall name Lessor (and its assigns) as loss payee and/or additional insured, as may be required by Lessor. All insurance coverage shall be from a carrier acceptable to Lessor.

Maintenance: Lessee shall, at its sole cost and expense, maintain the Equipment in compliance with all statutes, laws, ordinances, regulations, standards, and directives (including environmental) by any governmental agency and the Equipment must be maintained in accordance with all manufacturer's suggested and recommended maintenance procedures including preventive maintenance; and such other maintenance and return conditions as the Lessor may require.

Documentation: All legal matters and all documentation to be executed in connection with the contemplated lease shall be satisfactory in form and substance to Lessor and counsel to Lessor.

Costs & Expenses: Lessee shall be responsible for all fees, costs and disbursements incurred by Lessor in connection therewith, including without limitation, all fees and disbursements of counsel to Lessor (if any), appraisal costs (if any) and all filing and search fees. A documentation fee of \$500 per lease schedule/takedown will be payable by Lessee.

Security Deposit: A \$00000 security deposit shall be payable to Lessor upon acceptance of this proposal. This security deposit, less all costs and expenses incurred by the Lessor, including but not limited to documentation and attorney's fees, will be refunded should Lessor not offer an approval for this transaction.

If an approval is extended by Lessor and accepted by Lessee, the security deposit shall convert to an approval fee ("Approval Fee"), which would all be non-refundable if the transaction were not consummated. If the contemplated transaction were consummated, the Approval Fee would be refunded pro-rata (funded amount to the Amount approved) less any costs and expenses incurred by Lessor in connection with this transaction.

**Additional Terms
& Conditions:**

- 1) Any non-appropriation clause in the lease shall be satisfactory to Lessor.

- 2) Anticipated borrowing for 2019 will not exceed \$10,000,000, making the lease "Bank Qualified" under section 265(b)(3) of the IRS Code.
- 3) Lessee is a state or political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1983.
- 4) Lessor shall receive an Opinion from Lessee's counsel stating that the lease qualifies for tax-exempt financing under IRS guidelines and the Opinion must reference #2 and #3 above.

Confidentiality:

Except as required by law, neither the proposal nor its Terms and Conditions will be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know as a result of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.

Authorization:

Lessee [and each Guarantor] acknowledges and agrees that Lessor may furnish all Lessee [and Guarantor] presented information, financials, analysis, and related credit and review materials to its employees, counsel and agents as well as its participants and assigns. Lessee [and each Guarantor] authorize Lessor to contact Umpqua Bank, and all trade suppliers and other references of Lessee [and Guarantor], and to order any and all credit checks and investigative reports, all as Lessor deems necessary in connection with the evaluation of the transaction.

This proposal is for discussion purposes only, and is only a general, non-binding proposal on the part of Lessor.

I/We have reviewed the above Terms and Conditions and request the Lessor to pursue underwriting and approval of a commitment for the described lease agreement.

Accepted this ____ day of _____, 2019

City of Ukiah

By: _____

Printed Name: _____

Title: _____

PURCHASE ORDERPurchase order numbers must appear on all
invoices and packages

7

**CITY OF UKIAH**

SUBMIT DUPLICATE INVOICES

TO: **ACCOUNTS PAYABLE**

300 SEMINARY AVENUE

UKIAH, CA 95482

ACCTS. PAYABLE: (707) 463-6230

PURCH. DEPT: (707) 463-6233

PURCH. FAX: (707) 463-6234

P.O. NO. 045813**PAGE 1 OF 1****DATE: 12/20/2018****VENDOR:**

Golden State Fire Apparatus, Inc.
7400 Reese Road
Sacramento, CA 95828

SHIP TO:

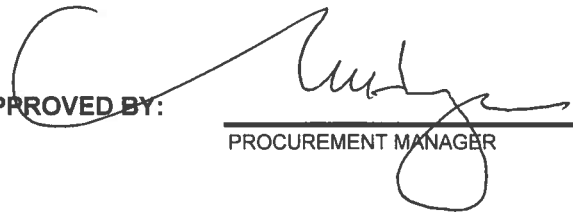
CITY OF UKIAH
1320 Airport Road
Ukiah, CA 95482

PAYMENT TERMS: N30**FOB: Ukiah**

ACCOUNT	ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
Multiple	1	1 Each	Skeeter Brush Truck, Type 5 Engine	215,373.46	\$ 215,373.46
	2	1 Each	Discount for HGAC contract FS12-17, Product Code YB03	(6,273.01)	(6,273.01)
	3	1 Each	Tax - 8.875%	18,557.66	18,557.66
	4	1 Each	California Tire Fee	10.50	10.50
AS PER PROPOSAL 501031-18 DATED OCTOBER 31, 2018. COUNCIL APPROVED: 12/19/2018 DELIVERY: WITHIN APPROXIMATELY 365 CALENDAR DAYS					
TOTAL:					\$ 227,668.61

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

FILE:

APPROVED BY:

 12/20/18
 PROCUREMENT MANAGER

VENDOR'S COPY

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

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

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

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

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

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

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

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

9. PAYMENT. City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage,

shipping, packaging or boxing expenses unless specified in this order.

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

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

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

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

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

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

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

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

ATTACHMENT 3

Prepared by: International Decision
Systems, Inc.

I n f o A n a l y s i s

7/30/2019 1:51:24 PM

Payment Amortization Report

File Name: infoa.iadx

Customer: City of Ukiah
Quote ID: 014-83-014-005
Quote Entered Date: 7/17/19

Interest Rate: 2.7413% (Monthly) 2.7570% (Semi-Annual)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	9/ 1/19	0.00	0.00	0.00	227,668.61	0.00	0.00	227,668.61
1	10/ 1/19	0.00	0.00	0.00	227,668.61	520.09	520.09	228,188.70
2	11/ 1/19	0.00	0.00	0.00	227,668.61	521.28	1,041.37	228,709.98
3	12/ 1/19	0.00	0.00	0.00	227,668.61	522.47	1,563.84	229,232.45
		-----	-----	-----		-----		
	2019	0.00	0.00	0.00		1,563.84		
4	1/ 1/20	0.00	0.00	0.00	227,668.61	523.66	2,087.50	229,756.11
5	2/ 1/20	0.00	0.00	0.00	227,668.61	524.86	2,612.36	230,280.97
6	3/ 1/20	13,102.44	9,964.03	3,138.42	217,704.58	526.06	0.00	217,704.58
7	4/ 1/20	0.00	0.00	0.00	217,704.58	497.33	497.33	218,201.91
8	5/ 1/20	0.00	0.00	0.00	217,704.58	498.46	995.79	218,700.37
9	6/ 1/20	0.00	0.00	0.00	217,704.58	499.60	1,495.39	219,199.98
10	7/ 1/20	0.00	0.00	0.00	217,704.58	500.74	1,996.14	219,700.72
11	8/ 1/20	0.00	0.00	0.00	217,704.58	501.89	2,498.03	220,202.61
12	9/ 1/20	13,102.44	10,101.38	3,001.06	207,603.20	503.03	0.00	207,603.20
13	10/ 1/20	0.00	0.00	0.00	207,603.20	474.25	474.25	208,077.45
14	11/ 1/20	0.00	0.00	0.00	207,603.20	475.34	949.59	208,552.79
15	12/ 1/20	0.00	0.00	0.00	207,603.20	476.42	1,426.01	209,029.21
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		2020	26,204.89	20,065.41	6,139.48		6,001.65	
16	1/ 1/21	0.00	0.00	0.00	207,603.20	477.51	1,903.52	209,506.72
17	2/ 1/21	0.00	0.00	0.00	207,603.20	478.60	2,382.12	209,985.32
18	3/ 1/21	13,102.44	10,240.63	2,861.81	197,362.57	479.69	0.00	197,362.57
19	4/ 1/21	0.00	0.00	0.00	197,362.57	450.86	450.86	197,813.43
20	5/ 1/21	0.00	0.00	0.00	197,362.57	451.89	902.75	198,265.32
21	6/ 1/21	0.00	0.00	0.00	197,362.57	452.92	1,355.67	198,718.24
22	7/ 1/21	0.00	0.00	0.00	197,362.57	453.96	1,809.62	199,172.19
23	8/ 1/21	0.00	0.00	0.00	197,362.57	454.99	2,264.61	199,627.19
24	9/ 1/21	13,102.44	10,381.80	2,720.65	186,980.77	456.03	0.00	186,980.77
25	10/ 1/21	0.00	0.00	0.00	186,980.77	427.14	427.14	187,407.92
26	11/ 1/21	0.00	0.00	0.00	186,980.77	428.12	855.26	187,836.03
27	12/ 1/21	0.00	0.00	0.00	186,980.77	429.10	1,284.36	188,265.13
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	2021	26,204.89	20,622.43	5,582.46		5,440.81		
28	1/ 1/22	0.00	0.00	0.00	186,980.77	430.08	1,714.43	188,695.21
29	2/ 1/22	0.00	0.00	0.00	186,980.77	431.06	2,145.49	189,126.26
30	3/ 1/22	13,102.44	10,524.91	2,577.53	176,455.86	432.04	0.00	176,455.86
31	4/ 1/22	0.00	0.00	0.00	176,455.86	403.10	403.10	176,858.96
32	5/ 1/22	0.00	0.00	0.00	176,455.86	404.02	807.12	177,262.98
33	6/ 1/22	0.00	0.00	0.00	176,455.86	404.94	1,212.06	177,667.93
34	7/ 1/22	0.00	0.00	0.00	176,455.86	405.87	1,617.93	178,073.79
35	8/ 1/22	0.00	0.00	0.00	176,455.86	406.79	2,024.72	178,480.59
36	9/ 1/22	13,102.44	10,670.00	2,432.45	165,785.87	407.72	0.00	165,785.87
37	10/ 1/22	0.00	0.00	0.00	165,785.87	378.72	378.72	166,164.59
38	11/ 1/22	0.00	0.00	0.00	165,785.87	379.59	758.31	166,544.18
39	12/ 1/22	0.00	0.00	0.00	165,785.87	380.46	1,138.77	166,924.64
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	2022	26,204.89	21,194.91	5,009.98		4,864.39		
40	1/ 1/23	0.00	0.00	0.00	165,785.87	381.33	1,520.09	167,305.96

41	2/ 1/23	0.00	0.00	0.00	165,785.87	382.20	1,902.29	167,688.16
42	3/ 1/23	13,102.44	10,817.08	2,285.36	154,968.79	383.07	0.00	154,968.79
43	4/ 1/23	0.00	0.00	0.00	154,968.79	354.01	354.01	155,322.80
44	5/ 1/23	0.00	0.00	0.00	154,968.79	354.82	708.84	155,677.62
45	6/ 1/23	0.00	0.00	0.00	154,968.79	355.63	1,064.47	156,033.25
46	7/ 1/23	0.00	0.00	0.00	154,968.79	356.44	1,420.91	156,389.70
47	8/ 1/23	0.00	0.00	0.00	154,968.79	357.26	1,778.17	156,746.96
48	9/ 1/23	13,102.44	10,966.20	2,136.25	144,002.59	358.08	0.00	144,002.59
49	10/ 1/23	0.00	0.00	0.00	144,002.59	328.96	328.96	144,331.55
50	11/ 1/23	0.00	0.00	0.00	144,002.59	329.71	658.68	144,661.27
51	12/ 1/23	0.00	0.00	0.00	144,002.59	330.47	989.14	144,991.73
2023		26,204.89	21,783.28	4,421.61		4,271.98		
52	1/ 1/24	0.00	0.00	0.00	144,002.59	331.22	1,320.36	145,322.95
53	2/ 1/24	0.00	0.00	0.00	144,002.59	331.98	1,652.34	145,654.93
54	3/ 1/24	13,102.44	11,117.36	1,985.08	132,885.23	332.74	0.00	132,885.23
55	4/ 1/24	0.00	0.00	0.00	132,885.23	303.57	303.57	133,188.79
56	5/ 1/24	0.00	0.00	0.00	132,885.23	304.26	607.82	133,493.05
57	6/ 1/24	0.00	0.00	0.00	132,885.23	304.95	912.78	133,798.00
58	7/ 1/24	0.00	0.00	0.00	132,885.23	305.65	1,218.43	134,103.65
59	8/ 1/24	0.00	0.00	0.00	132,885.23	306.35	1,524.78	134,410.00
60	9/ 1/24	13,102.44	11,270.62	1,831.83	121,614.61	307.05	0.00	121,614.61
61	10/ 1/24	0.00	0.00	0.00	121,614.61	277.82	277.82	121,892.43
62	11/ 1/24	0.00	0.00	0.00	121,614.61	278.45	556.27	122,170.88
63	12/ 1/24	0.00	0.00	0.00	121,614.61	279.09	835.36	122,449.97
2024		26,204.89	22,387.98	3,816.90		3,663.12		
64	1/ 1/25	0.00	0.00	0.00	121,614.61	279.73	1,115.09	122,729.70
65	2/ 1/25	0.00	0.00	0.00	121,614.61	280.37	1,395.45	123,010.06
66	3/ 1/25	13,102.44	11,425.98	1,676.46	110,188.62	281.01	0.00	110,188.62
67	4/ 1/25	0.00	0.00	0.00	110,188.62	251.72	251.72	110,440.34

68	5/ 1/25	0.00	0.00	0.00	110,188.62	252.29	504.01	110,692.63
69	6/ 1/25	0.00	0.00	0.00	110,188.62	252.87	756.88	110,945.50
70	7/ 1/25	0.00	0.00	0.00	110,188.62	253.45	1,010.32	111,198.95
71	8/ 1/25	0.00	0.00	0.00	110,188.62	254.02	1,264.35	111,452.97
72	9/ 1/25	13,102.44	11,583.49	1,518.95	98,605.13	254.61	0.00	98,605.13
73	10/ 1/25	0.00	0.00	0.00	98,605.13	225.26	225.26	98,830.39
74	11/ 1/25	0.00	0.00	0.00	98,605.13	225.77	451.02	99,056.16
75	12/ 1/25	0.00	0.00	0.00	98,605.13	226.29	677.31	99,282.44
2025		26,204.89	23,009.47	3,195.41		3,037.36		
76	1/ 1/26	0.00	0.00	0.00	98,605.13	226.80	904.11	99,509.25
77	2/ 1/26	0.00	0.00	0.00	98,605.13	227.32	1,131.43	99,736.57
78	3/ 1/26	13,102.44	11,743.17	1,359.27	86,861.96	227.84	0.00	86,861.96
79	4/ 1/26	0.00	0.00	0.00	86,861.96	198.43	198.43	87,060.39
80	5/ 1/26	0.00	0.00	0.00	86,861.96	198.88	397.31	87,259.28
81	6/ 1/26	0.00	0.00	0.00	86,861.96	199.34	596.65	87,458.61
82	7/ 1/26	0.00	0.00	0.00	86,861.96	199.79	796.44	87,658.40
83	8/ 1/26	0.00	0.00	0.00	86,861.96	200.25	996.69	87,858.65
84	9/ 1/26	13,102.44	11,905.05	1,197.39	74,956.91	200.71	0.00	74,956.91
85	10/ 1/26	0.00	0.00	0.00	74,956.91	171.23	171.23	75,128.15
86	11/ 1/26	0.00	0.00	0.00	74,956.91	171.62	342.86	75,299.77
87	12/ 1/26	0.00	0.00	0.00	74,956.91	172.02	514.87	75,471.79
2026		26,204.89	23,648.22	2,556.67		2,394.23		
88	1/ 1/27	0.00	0.00	0.00	74,956.91	172.41	687.28	75,644.20
89	2/ 1/27	0.00	0.00	0.00	74,956.91	172.80	860.08	75,817.00
90	3/ 1/27	13,102.44	12,069.16	1,033.28	62,887.75	173.20	0.00	62,887.75
91	4/ 1/27	0.00	0.00	0.00	62,887.75	143.66	143.66	63,031.42
92	5/ 1/27	0.00	0.00	0.00	62,887.75	143.99	287.65	63,175.41
93	6/ 1/27	0.00	0.00	0.00	62,887.75	144.32	431.97	63,319.72
94	7/ 1/27	0.00	0.00	0.00	62,887.75	144.65	576.62	63,464.37

95	8/ 1/27	0.00	0.00	0.00	62,887.75	144.98	721.60	63,609.35
96	9/ 1/27	13,102.44	12,235.53	866.91	50,652.22	145.31	0.00	50,652.22
97	10/ 1/27	0.00	0.00	0.00	50,652.22	115.71	115.71	50,767.93
98	11/ 1/27	0.00	0.00	0.00	50,652.22	115.98	231.69	50,883.91
99	12/ 1/27	0.00	0.00	0.00	50,652.22	116.24	347.93	51,000.15
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2027		26,204.89	24,304.70	1,900.19		1,733.24		
100	1/ 1/28	0.00	0.00	0.00	50,652.22	116.51	464.43	51,116.65
101	2/ 1/28	0.00	0.00	0.00	50,652.22	116.77	581.20	51,233.42
102	3/ 1/28	13,102.44	12,404.20	698.24	38,248.02	117.04	0.00	38,248.02
103	4/ 1/28	0.00	0.00	0.00	38,248.02	87.37	87.37	38,335.39
104	5/ 1/28	0.00	0.00	0.00	38,248.02	87.57	174.95	38,422.97
105	6/ 1/28	0.00	0.00	0.00	38,248.02	87.77	262.72	38,510.74
106	7/ 1/28	0.00	0.00	0.00	38,248.02	87.97	350.70	38,598.72
107	8/ 1/28	0.00	0.00	0.00	38,248.02	88.18	438.87	38,686.89
108	9/ 1/28	13,102.44	12,575.19	527.25	25,672.82	88.38	0.00	25,672.82
109	10/ 1/28	0.00	0.00	0.00	25,672.82	58.65	58.65	25,731.47
110	11/ 1/28	0.00	0.00	0.00	25,672.82	58.78	117.43	25,790.25
111	12/ 1/28	0.00	0.00	0.00	25,672.82	58.92	176.34	25,849.17
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2028		26,204.89	24,979.39	1,225.49		1,053.91		
112	1/ 1/29	0.00	0.00	0.00	25,672.82	59.05	235.39	25,908.22
113	2/ 1/29	0.00	0.00	0.00	25,672.82	59.19	294.58	25,967.40
114	3/ 1/29	13,102.44	12,748.54	353.90	12,924.28	59.32	0.00	12,924.28
115	4/ 1/29	0.00	0.00	0.00	12,924.28	29.52	29.52	12,953.81
116	5/ 1/29	0.00	0.00	0.00	12,924.28	29.59	59.12	12,983.40
117	6/ 1/29	0.00	0.00	0.00	12,924.28	29.66	88.78	13,013.06
118	7/ 1/29	0.00	0.00	0.00	12,924.28	29.73	118.50	13,042.78
119	8/ 1/29	0.00	0.00	0.00	12,924.28	29.80	148.30	13,072.58
120	9/ 1/29	13,102.44	12,924.28	178.16	0.00	29.86	0.00	0.00
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2029	26,204.89	25,672.82	532.06	355.72
Totals	262,048.86	227,668.61	34,380.25	34,380.25

Version 8.2f



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

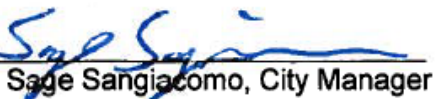
PROPOSED BUDGET AMOUNT: N/A

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	Mulheren	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) Mulheren - Alternate	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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