



**City Council
Regular Meeting
AGENDA**

(to be held both at the physical and virtual locations below)

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

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

Or you can call in using your telephone only:

- Call (toll free) 1-888-788-0099
- Enter the Access Code: 971 9942 6600
- To Raise Hand enter *9
- To Speak after being recognized: enter *6 to unmute yourself

Or One tap mobile (for easy connection on smart phones):
US: [+16699009128](tel:+16699009128), [97199426600#](tel:+197199426600) or [+12532158782](tel:+12532158782), [97199426600#](tel:+197199426600)

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

August 17, 2022 - 6:00 PM

-
1. **ROLL CALL**
 2. **PLEDGE OF ALLEGIANCE**
 3. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**
 4. **PETITIONS AND COMMUNICATIONS**
 5. **APPROVAL OF MINUTES**

- 5.a. Approval of the Minutes for the August 3, 2022, Special Meeting.
Recommended Action: Approve the Minutes for the August 3, 2022, Special Meeting.

Attachments:

1. 2022-08-03 Draft Minutes - Special Meeting

- 5.b. Approval of the Minutes for the August 3, 2022, Regular Meeting.
Recommended Action: Approve the Minutes of the August 3, 2022, Regular Meeting.

Attachments:

1. 2022-08-03 Draft Minutes - Regular Meeting

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 July 2022.

Recommended Action: Approve the Report of Disbursements for the Month of July 2022.

Attachments:

1. July 2022 Summary of Disbursements
2. Account Codes for Reference
3. Object Codes for Reference
4. July 2022 Disbursement Detail

7.b. Delegate City Manager Authority to Negotiate and Approve a Generator Share Agreement with New Cingular Wireless PCS, LLC.

Recommended Action: Authorize the City Manager to negotiate and execute a Generator Share Agreement with New Cingular Wireless PCS, LLC.

Attachments:

1. 7-29-22 DRAFT AGREEMENT
2. 202001 ATT Agreement

7.c. Delegate City Manager Authority to Negotiate and Approve Mutual Aid Agreement for Emergency Assistance Among the City of Ukiah, City of Fort Bragg, City of Willits, City of Point Arena, City of Clearlake, and the City of Lakeport

Recommended Action: Delegate City Manager authority to negotiate and approve Mutual Aid Agreement for Emergency Assistance Among City of Ukiah, City of Fort Bragg, City of Willits, City of Point Arena, City of Clearlake, and City of Lakeport.

Attachments:

1. Mutual Aid - Cities 2022 FINAL

7.d. Adoption of Resolution of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings During a Proclaimed State of Emergency Due to the COVID-19 Pandemic.

Recommended Action: Adopt a Resolution of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings during a Proclaimed State of Emergency Due to the COVID-19 Pandemic.

Attachments:

1. AB 361 Findings Reconsideration for All Legislative Bodies

7.e. Authorize City Manager to Negotiate and Execute an Antenna Site/Lease Agreement with Ukiah Wireless Powered by Wi-Fiber for the Sole Purpose of Providing High-speed Internet to Ukiah Valley Residents.

Recommended Action: Authorize City Manager to negotiate and execute an Antenna Site/Lease Agreement with Ukiah Wireless Powered by Wi-Fiber for the sole purpose of providing high-speed internet to Ukiah valley residents.

Attachments:

1. COU 2122-201 Property Exchange and Development Agree with Exhibits
 2. Ukiah Wireless Agreement
- 7.f. Approval of Notice of Completion of the Electric Utility Department's Gobbi Street Underground Communications Rework Project, Specification No. 22-03, and Approve Final Payment of the 5% Retention to Diamond D Construction, LLC.
Recommended Action: Approve Notice of Completion for the Gobbi Street Underground Communications Project, Specification 22-03, approving final payment of the 5% retention to Diamond D Construction, LLC., **and direct the City Clerk to file the Notice of Completion with the County Recorder.**
 Attachments:
 1. Notice of Completion-Gobbi UG Communications Rework
- 7.g. Award of Contract to SHN Engineers in the Amount of \$13,000.00 for Compaction and Materials Testing Services Related to the Clara Avenue Reconstruction Project Specification No. 20-08, and Approval of Corresponding Budget Amendment
Recommended Action: Award professional services agreement go SHN Engineers in the amount of \$13,000.00 for compaction and materials testing services related to the Clara Avenue Reconstruction Project and approve corresponding budget amendment.
 Attachments:
 1. 20220804-COUClaraAveProposal
- 7.h. Consideration of Adoption of Amended Resolution Authorizing Application for Funding and the Execution of Grant Agreement and any Amendments thereto from the 2022 Funding Year of the State Community Development Block Grant Program.
Recommended Action: Adopt amended resolution authorizing an application for funding and the execution of grant agreements and any amendments thereto from the 2022 funding year of the State Community Development Block Grant Program (CDBG) program.
 Attachments:
 1. Resolution 2022-41
 2. Revised Resolution - CDBG Application
- 7.i. Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. in the Amount of \$36,985.50 for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill.
Recommended Action: Receive and file report of acquisition of professional services from Alpha Analytical laboratories, Inc. in the amount of \$36,985.50 for quarterly water sampling and completion of chemical examination reports for the Ukiah landfill.
 Attachments:
 1. Requisition E39591 Alpha Labs
- 7.j. Consideration of Adoption of Resolution Appointing Casey Thompson to the Public Spaces Commission.
Recommended Action: Adopt Resolution appointing Casey Thompson to the At-large City or County Resident position on the Public Spaces Commission, term to expire on August 17, 2025.
 Attachments:
 1. City Code Sections
 2. Application
 3. Nomination
 4. Proposed Resolution
- 7.k. Approval of Purchase of a Replacement Symmetra LX Power Array Battery Backup for the Ukiah Police Department Including Installation in the Amount of \$35,208, and Approval of Corresponding Budget Amendment.

Recommended Action: Approve the purchase of a replacement Symmetra LX Power Array Battery Backup for the Ukiah Police Department including installation from The Design Group, for the amount of \$35,208.00, and approve a corresponding budget amendment.

Attachments:

1. DESIGN quote

- 7.l. Authorize the City Manager to Negotiate and Execute an Amendment to the Ukiah Western Hills Open Land Acquisition and Limited Development Agreement for Electrical Utility and Communication Infrastructure; and Approve a Corresponding Budget Amendment if Necessary.

Recommended Action: Approve the City Manager to negotiate and execute an amendment to the Ukiah Western Hills Open Land Acquisition and Limited Development Agreement for Electrical Utility and Communication infrastructure, and approve a corresponding budget amendment if necessary.

Attachments:

1. COU 2122-201 Property Exchange and Development Agree with Exhibits

- 7.m. Notification of Change Order #1 to Ghilotti Construction Company in the Amount of \$640,975.73 for Additional Roadway Excavation, Base and Asphalt for the Dora Overlay Project Specification 21-05, and Approval of Corresponding Budget Amendment.

Recommended Action: Receive Notification of Change Order #1 to Ghilotti Construction Company in the amount of \$640,975.73 for additional roadway excavation, base and asphalt for the Dora Overlay Project, Specification 21-05, and approve corresponding budget amendment for a total revised contract amount of \$1,250,782.03.

Attachments:

1. SGhilottiUk22072212470

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

- 11.a. Public Hearing and Consideration of 1) Adoption of a Resolution to Adopt an Initial Study and Negative Declaration; and 2) Possible Introduction by Title Only of an Ordinance to Approve a General Plan Amendment and Rezone of 701 South Orchard Avenue.

Recommended Action: 1) Conduct a public hearing; and 2) Adopt Resolution adopting the Initial Study and Negative Declaration; and 3) Introduce by Title only the Ordinance to approve the General Plan Amendment and Rezone.

Attachments:

1. Application Materials & Figures
2. Planning Commission Staff Report dated 071822
3. Draft Initial Study & Negative Declaration
4. Draft Findings
5. Draft Conditions of Approval

6. Draft Resolution to Adopt ISND
7. Draft Ordinance for Rezone and GPA

- 11.b. Consideration of Adoption of a Resolution Adopting a Power Cost Surcharge Rider.
Recommended Action: Adopt Resolution establishing the Power Cost Surcharge Rider.

Attachments:

1. 2022 Increase Approved Rate Tables
2. Ukiah Market Conditions - Summer 2022 Readiness 06-01-22 FINAL
3. Power Cost Surcharge (1)
4. Resolution Adopting Power Cost Surcharge Rider (1)

12. UNFINISHED BUSINESS

- 12.a. Discussion and Possible Adoption of Resolutions Amending the Procedures for Purchasing Thresholds and Change Order Limits.
Recommended Action: Adopt resolutions amending the procedures for purchasing thresholds and change order limits.

Attachments:

1. 2015-10 CC Reso - Amending Dollar Limits for Open Market Procurements
2. 2011-49 change order limits
3. Draft Revised Purchasing Threshold Resolution REVdrREDLINE (4)vsMH - Final Draft
4. Draft Revised Resolution for Change Order Limits DRredits - Final Draft

- 12.b. Receive Report Regarding Annual Review of Ordinance for Development of Operating Standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, and Specialty Food and Beverage Sales with Tasting; and Provide Direction to Staff as Necessary.
Recommended Action: Receive report and provide direction to Staff as necessary.

Attachments:

1. Ordinance No. 1167
2. Ordinance No. 1210

13. NEW BUSINESS

- 13.a. Public Benefits Program Update, and Approval of New Customer Programs and Rebates.
Recommended Action: City Council to receive Electric Department's Public Benefit Program Report, and approve program additions.

Attachments:

1. 2022 LI Guidelines & Program Incentives
2. Residential Rebate Chart
3. Commercial Rebates Chart
4. Ukiah Res DI Program SOW- Final.docx
5. DI Customer Letter-DRAFT-DI Flyer-DI Door Hanger
6. Electric Bike Rebate Application - DRAFT

- 13.b. Consideration of Adoption of Resolution Authorizing Application to and Participation in the California Department of Housing and Community Development Prohousing Designation Program.
Recommended Action: Adopt resolution authorizing application to and participation in the California Department of Housing and Community Development's (HCD) Prohousing Designation Program.

Attachments:

1. prohousing-application-scoring rubric
2. Prohousing Designation Resolution

- 13.c. Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).
Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

Attachments:

1. 2022 City Council Special Assignments

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

14.a. Conference with Legal Counsel—Anticipated Litigation

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

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

Recommended Action:

Attachments: None

14.b. Conference with Legal Counsel – Existing Litigation

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

Name of case: Roofing & Solar Construction, Inc. v. City of Ukiah et al., Mendocino County Superior Court Case No. 22CV00048

Recommended Action:

Attachments: None

14.c. Conference with Legal Counsel – Existing Litigation

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

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

Recommended Action:

Attachments: None

14.d. Conference with Legal Counsel – Existing Litigation

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

Name of case: Arturo Flores Valdes et al., (Fed. Dist. Ct., N.D. Cal.) 22-CV-03125 RMI

Recommended Action:

Attachments: None

14.e. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-070-04, 001-040-84, 001-040-82, 001-040-65

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Dave Hull and Grady Huff

Under Negotiation: Price & Terms of Payment

Recommended Action:

Attachments: None

14.f. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

Recommended Action:

Attachments: None

15. ADJOURNMENT

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

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

Kristine Lawler, CMC

Dated: 8/12/22

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
Virtual Meeting Link: <https://zoom.us/j/97199426600>
Ukiah, CA 95482
August 3, 2022
6:00 p.m.**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on August 3, 2022, having been legally noticed on August 2, 2022. The meeting was held virtually at the following link: <https://zoom.us/j/97199426600>. Mayor Brown called the meeting to order at 5:30 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Douglas, F. Crane, Mari Rodin (*arriving at 5:35 p.m.*), Josefina Dueñas, and Jim O. Brown. **Staff Present:** Shannon Riley, Deputy City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR BROWN PRESIDING.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was given.

The Pledge of Allegiance was led by Kristine Lawler, City Clerk.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 5:35 P.M.

3. CLOSED SESSION

a. Conference with Legal Counsel—Anticipated Litigation

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

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

b. Conference with Legal Counsel – Existing Litigation

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

Name of case: Roofing & Solar Construction, Inc. v. City of Ukiah et al., Mendocino County Superior Court Case No. 22CV00048

c. Conference with Legal Counsel – Existing Litigation

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

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

d. Conference with Legal Counsel – Existing Litigation

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

Name of case: Arturo Flores Valdes et al., (Fed. Dist. Ct., N.D. Cal.) 22-CV-03125 RMI

e. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-070-04, 001-040-84, 001-040-82, 001-040-65

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Dave Hull and Grady Huff

Under Negotiation: Price & Terms of Payment

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

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

5. **ADJOURNMENT**

There being no further business, the meeting adjourned at 5:50 p.m.

Kristine Lawler, City Clerk/CMC

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
Virtual Meeting Link: <https://zoom.us/j/97199426600>
Ukiah, CA 95482
August 3, 2022
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on August 3, 2022, having been legally noticed on January 12, 2022. The meeting was held virtually at the following link: [/https://zoom.us/j/97199426600](https://zoom.us/j/97199426600). Mayor Brown called the meeting to order at 6:00 p.m. Roll was held during the 5:30 Special Meeting, with the following **Councilmembers Present:** Juan V. Orozco, Douglas, F. Crane, Mari Rodin, Josefina Dueñas, and Jim O. Brown. **Staff Present:** Shannon Riley, Deputy City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR BROWN PRESIDING.

2. PLEDGE OF ALLEGIANCE

Pledge was held during the 5:30 p.m. Special Meeting.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the Minutes for the July 20, 2022, Regular Meeting.

Motion/Second: Orozco/Rodin to approve Minutes of July 20, 2022, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Report to Council for Preliminary and Conceptual Trail Planning and Mapping Provided by Rock Solid Trail Contracting in an Amount not to Exceed \$15,096 - *Administration*.
- b. Award a Contract (COU No. 2223-087) for Specification #E39169 - Street Striping 2022, to Chrisp Company of Freemont, California, in the Amount of \$44,555.96 for Street Striping 2022 – *Public Works*.
- c. Adoption of Resolution (2022-47) Appointing Kali Gordon to the Design Review Board – *City Clerk*.
- d. Report to Council Regarding the 2022 Conflict of Interest Code Biennial Notice, and Direct the City Clerk to Amend the Conflict of Interest Code per Guidelines Provided by the Fair Political Practices Commission (FPPC), Conduct a 45-day Public Notice Period, and If Necessary, Schedule a Public Hearing to Consider Adoption of the Amended Conflict of Interest Code – *City Clerk*.

- e. Approval of Contract (COU No. 2223-088) with Stone Creek Environmental Consulting in the Amount of \$33,000 for Engineering Services Related to the Municipal Separate Storm Sewer Systems Permit Issued by North Coast Regional Water Quality Control Board – *Water Resources*.
- f. Report of an Agreement (COU No. 2223-089) with Environmental Services Associates for Further Soil Sampling as Required to Fulfill CEQA Documents for the Riverside Park Regeneration Project – *Public Works*.
- g. Adoption of an Ordinance Amending Various Sections of Ukiah City Code to Streamline the Use Permit Application Process and Operational Standards for Cannabis-Related Businesses – *Community Development*.

ORDINANCE NO. 1226

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE TO AMEND THE USE PERMIT APPLICATION PROCESS AND OPERATIONAL STANDARDS FOR CANNABIS RELATED BUSINESSES

- h. ~~Consideration of Award of Bid for the Clara Avenue Reconstruction Project, Specification No. 20-08, and Approval of Corresponding Budget Amendment – Public Works – Pulled by Councilmember Rodin and placed as agenda item 13d.~~

Mayor Directive to move public comment by Pinky Kushner to Agenda Item No. 8.

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

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

Public Comment: Pinky Kushner – Boards & Commissions (*spoken during Consent Calendar*); Ike Heinz – Fast charging stations for Electric; Durriya Syed – Department of Insurance Program.

9. **COUNCIL REPORTS**

No Council reports were given.

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

Presenter:

- **Election Status** – Kristine Lawler, City Clerk.

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

a. **Annual Review and Adoption of Resolution Updating the Fee Schedule for Community Services; Including Recreation Programs, Sports Fields, Parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum.**

Presenter: Jake burgess, Community Services Supervisor.

PUBLIC HEARING OPENED AT 6:24 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 6:25 P.M.

Motion/Second: Crane/Rodin to adopt the resolution (2022-48) updating the fee schedule for Community Services; including recreation programs, sports fields, parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

12. UNFINISHED BUSINESS

13. NEW BUSINESS

a. Receive Report Regarding the Status of the Great Redwood Trail and the Great Redwood Trail Linear Park, and Consideration of Creating an Ad Hoc Committee to Participate in Ongoing Discussions.

Presenters: Neil Davis, Community Services Director and Tim Eriksen, Public Works Director/City Engineer

Public Comment: Susan Knopf.

Council Consensus to establish a council-only ad hoc, and for the ad hoc to bring back to Council after a two-month time period to evaluate progress; then if reasonable progress has been made, consider creating a Standing Committee adding two members from the Public Spaces Commission.

Motion/Second: Brown/Orozco to appoint Councilmember Rodin and Vice Mayor Duenas to serve on a Great Redwood Trail ad hoc. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

b. Adoption of Resolution(s) Approving Successor Memoranda of Understanding Between the City of Ukiah and Employee Bargaining Units, and Authorizing the City Manager to Execute.

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

Motion/Second: Rodin/Orozco to adopt a Resolution (2022-49) approving successor Memoranda of Understanding (International Brotherhood of Electrical Engineers - COU No. 2223-090; Ukiah Professional Firefighter Association - COU No. 2223-091) between the City of Ukiah and employee bargaining units, and authorize the City Manager to execute on behalf of the City. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

Mayor directive to take agenda item 13d before 13c.

d. Consideration of Award of Bid for the Clara Avenue Reconstruction Project, Specification No. 20-08, and Approval of Corresponding Budget Amendment – Public Works – From Consent Calendar.

Presenters: Councilmembers Rodin and Crane (*in respect to why the item was pulled*); Tim Eriksen, Public Works Director/City Engineer

Staff Comment: Sage Sangiacomo, City Manager.

Public Comment: Susan Knopf, Linda Sanders, Susan Sher, Lucy Bartholomew, and Pink Kushner.

Motion by Councilmember Crane, second by Councilmember Rodin to approve the recommended action with change orders for the five items mentioned by Councilmember Rodin.

The maker of the motion clarified that this was not intended to be a motion, the seconded accepted the clarification, withdrawing any perceived motion.

Motion/Second: Crane/Rodin to award (*Ghilotti Construction - COU No. 2223-092*) bid for the Clara Avenue Reconstruction Project Specification No. 20-08, and direct Staff to meet with the ad hoc, and with the contractor, and return to Council for consideration of change orders recommended by the ad hoc and deemed workable to the Public Works Director; and approve corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. 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).

No reports were received.

14. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation

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

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

b. Conference with Legal Counsel – Existing Litigation

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

Name of case: Roofing & Solar Construction, Inc. v. City of Ukiah et al., Mendocino County Superior Court Case No. 22CV00048

c. Conference with Legal Counsel – Existing Litigation

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

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

c. Conference with Legal Counsel – Existing Litigation

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

Name of case: Russian River Keepers et al. v. City of Ukiah, Case No. SCUk-CVPT-20-74612

e. Conference with Legal Counsel – Existing Litigation

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

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

f. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

Closed Session was held during an earlier Special Meeting.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 7:52 p.m.



AGENDA SUMMARY REPORT

SUBJECT: Report of Disbursements for the Month of July 2022.

DEPARTMENT: Finance

PREPARED BY: Candice Rasmason, Accounts Payable

PRESENTER: Consent Calendar

ATTACHMENTS:

1. July 2022 Summary of Disbursements
2. Account Codes for Reference
3. Object Codes for Reference
4. July 2022 Disbursement Detail

Summary: The Council will review and consider approval of the Report of Disbursements for the month of July 2022.

Background: Payments made during the month of July 2022 are summarized in the Report of Disbursements. Further detail is supplied on the Schedule of Bills, representing the five (5) individual payment cycles within the month.

Accounts Payable Check Numbers (City & UVFA): 3048367-3048463; 3048464-3048573; 3048574-3048698; 3048699-3048779; 3048780-3048868

Accounts Payable Wire Transfers: N/A

Payroll Check Numbers: 511305-511434; 511435-511538; 511539-511648

Payroll Manual Check Numbers: 511648

Direct Deposit Numbers: 112290-112594; 112595-112918; 112919-113236

Manual Direct Deposit Numbers: N/A

Void Check Numbers: 511646

Void Direct Deposit Numbers: 112498

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

Attachment #1: July 2022 Summary of Disbursements

Attachment #2: Account Codes for Reference

Attachment #3: Object Codes for Reference

Attachment #4: July 2022 Disbursement Detail

Recommended Action: Approve the Report of Disbursements for the Month of July 2022.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

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

Attachment 1

FUNDS:

100	General Fund	\$424,174.96	700	Sanitary Disposal Site Fund	\$9,833.78
101	GF-(Sub-Fund) Visit Ukiah		701	Landfill Corrective Fund	
105	GF-(Sub-Fund) Fire Authority	\$350,870.37	702	Disposal Closure Reserve Fund	
110	Special General Fund		704	Post Closure Fund - Solid Waste	
120	Streets Capital Improvement	\$70,074.65	710	Ambulance Services Fund	\$54,295.22
130	Gov't Debt SVC/Reserve Fund		720	Golf Fund	\$37,767.18
200	City Administrative Services	\$131,262.01	730	Conference Center Fund	\$3,383.03
201	Worker's Comp Fund	\$443,038.00	750	Visit Ukiah	
202	Liability Fund	\$57,045.40	777	Airport Fund	\$71,267.78
203	Garage Fund	\$7,322.68	778	Airport Capital Improvement Fund	
204	Purchasing Fund	\$1,917.75	779	Special Aviation Fund	
205	Billing & Collections Fund	\$74,829.57	800	Electric Fund	\$1,950,600.49
206	Public Safety Dispatch Fund	\$28,538.25	801	Electric Capital Reserve Fund	\$60,878.43
207	Payroll Posting Fund	\$16,628.42	803	Lake Mendocino Bond Reserve	
208	Building Maintenance/Corp Yard Fund	\$28,063.10	805	Street Lighting Fund	\$12,225.53
209	IT Fund	\$21,442.01	806	Public Benefits Fund	\$8,542.25
220	Equipment Reserve Fund		807	Cap and Trade	
249	City Housing Bond Proceeds		820	Water Fund	\$78,884.84
250	Special Revenue Fund		822	Water Capital Improvement Fund	\$8,522.74
251	Special Projects Reserve Fund		830	Recycled Water Fund	\$135,975.48
252	Streets/ROW Improvement Fund	\$190,807.46	840	City/District Sewer Fund	\$121,034.13
253	CITY PROP 172		841	Sewer Contruction Fund	
300	Park Development Fund		843	Sewer Capital Fund	
301	Anton Stadium Fund		900	Special Deposit Trust	\$26,747.17
302	Observatory Park Fund		901	General Service (Accts Recv)	\$92.27
304	Swimming Pool Fund		902	U.S.W. Billing & Collection	
305	Riverside Park Fund	\$2,558.79	903	Public Safety - AB 109	\$0.00
306	Skate Park Fund		905	Federal Emergency Shelter Grant	
310	Museum Grants		905	Mendocino Emergency Service Authority	
311	Alex Rorbaugh Recreation Center Fund	\$4,248.24	911	Russian River Watershed Association	\$26,397.51
312	Downtown Business Improvement Fund	\$3,911.65	915	UVFD	\$729.27
313	LMIHF Housing Asset Fund		916	UVFD PROP 172	
314	Winter Special Events		917	UVFD Measure B	\$32,737.15
315	Advanced Planning Fund	\$0.00	918	UVFD Mitigation	\$1,361.79
500	2106 Gas Tax Fund		940	Sanitation District Special Fund	
501	2107 Gas Tax Fund		942	Rate Stabilization - UVSD Fund	
503	2105 Gas Tax Fund		943	Sanitation District Capital Improvement Fund	
505	Signalization Fund		952	REDIP Sewer Enterprise Fund	
506	Bridge Fund		960	Community Redevelopment Agency	
507	1998 STIP Augmentation Fund		961	RDA Housing Pass-Through	
508	SB325 Reimbursement Fund		962	Redevelopment Housing Fund	
509	S.T.P. Fund	\$75.34	963	Housing Debt	
510	Trans-Traffic Congest Relief Fund		964	RDA Capital Pass-Through	
511	Rail Trail Fund	\$17,922.38	965	Redevelopment Capital Improvement Fund	
600	Community Development Block Grant		966	Redevelopment Debt Service	
601	EDBG 94-333 Revolving Loan		967	Housing Bond Proceeds	
602	Community Development Fund		968	Non-Housing Bond Proceeds	
603	08-HOME-4688		969	RDA Obligation Retirement Fund	\$2,822.04
604	CDBG Grant 09-STBG-6417		844/944	Sewer Capital Projects Fund	\$697,444.24
605	11-HOME-7654 Fund	\$0.00			
606	CDBG Grant 10-EDEF-7261				
607	Prop 84 Grant Fund				
609	13-CDBG-8940				
610	City RDA Projects Fund				
613	Home Program Activities				
620	CASP Train				
630	Asset Seizure Fund	\$1,100.00			
631	Asset Seizure Fund (Drug/Alcohol)		611	Retainage Withheld	\$40,179.87
633	H & S Education 11489(B)(2)(A1)			CDBG 16-CDBG-11147	\$10,961.87
634	Federal Asset Seizure Grants				
635	SUP Law Enforcement Service Fund				
636	CBTHP Officer				
637	Local Law Enforcement Block Grant				
638	Asset Forfeiture 11470.2 H & S				
639	Special Revenue - Police				
640	Parking District Fund	\$741.03			
670	Federal American Rescue Fund				
691	Museum Fund				
695	Transfer Station Fund				
696	Solid Waste Mitigation Fund				

PAYROLL CHECK NUMBERS: 511305-511434
DIRECT DEPOSIT NUMBERS: 112290-112594
PAYROLL PERIOD: 6/12/22-6/25/22
PAYROLL CHECK NUMBERS: 511435-511538
DIRECT DEPOSIT NUMBERS: 112595-112918
PAYROLL PERIOD: 6/26/22-7/9/22
PAYROLL CHECK NUMBERS: 511539-511648
DIRECT DEPOSIT NUMBERS: 112919-113236
PAYROLL PERIOD: 7/10/22-7/23/22

TOTAL DEMAND PAYMENTS- A/P CHECKS \$5,269,246.12
TOTAL DEMAND PAYMENTS- EFT's \$0.00
TOTAL PAYROLL CHECKS & DIRECT DEPOSITS \$1,448,498.74
TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS) \$765,225.83
* vendor name(if applicable)

VOID CHECK NUMBERS:

511646

MANUAL CHECK NUMBERS:

N/A

WIRE TRANSFER NUMBERS:

N/A

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.

CERTIFICATION OF DIRECTOR OF FINANCE

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

City Manager

Director of Finance

Account Code Summary

Attachment 2

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

Account Code Summary

Attachment 2

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

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

Object Code Summary

Attachment 3

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

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

List of Checks Presented for Approval on 7/1/2022

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		
ALEXANDER DE GRASSI	DV070122	PLANNING COMMISSION STIPEND	\$500.00	20010010-51121	PLANNING COMMISSION STIPENDS	\$500.00
Vendor Total:						\$500.00
ALL-GUARD ALARM SYSTEMS INC	S113771	SERVICE WWTP	\$936.50	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$936.50
Vendor Total:						\$936.50
AM CONSTRUCTION SUPPLY INC	1843	CORE BIT	\$522.59	10024620-54120	PW - SPECIAL SUPPLIES	\$522.59
Vendor Total:						\$522.59
AMAZON CAPITAL SERVICES, INC	1LHW-FYGV-1TF4	12/2 AWG UL 1426 (THE REAL THI	\$2,909.97	20012500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2,909.97
	1WN7-VYGY-LPJM	SPECIAL EVENTS - MOVIES	\$27.95	90000000-23236	FIELD SIGNAGE FEES	\$27.95
	1KTC-TFTN-HHNW	USB FLASH DRIVE, USB MEMORY DRIVE	\$236.07	10020210-54100	SUPPLIES	\$236.07
	1WJL-KHTY-649W	USB FLASH DRIVES, PENS	\$255.09	10020210-54100	SUPPLIES	\$255.09
	1T6H-DKW4-P3RN	WOOD SPHERES	\$29.39	10022100-54100	SUPPLIES	\$29.39
	1HMC-M463-6DMT	VINYL-GUARDED POST BINDERS	\$119.74	10023100-54100	SUPPLIES	\$119.74
	1VJR-D9JY-RVKH	WEB CAMERA	\$750.15	20010000-54100	SUPPLIES	\$750.15
	1MT9-133C-9KJG	READING GLASSES	\$23.93	82027114-54100	SUPPLIES	\$23.93
Vendor Total:						\$4,352.29
AMERICAN ASSOCIATION FOR STATE & LOCAL HISTORY INC	46724982 22/23	MEMBERSHIP - D BURTON	\$155.00	10022700-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$155.00
Vendor Total:						\$155.00
AMERICAN ASSOCIATION OF MUSEUMS	574650	MEMBERSHIP - D BURTON	\$165.00	10022700-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$165.00
Vendor Total:						\$165.00
ARROW FENCING	82903	108 TEMP FENCE PANELS FROM 5/2	\$2,822.04	96995600-52100	CONTRACTUAL SERVICES	\$2,822.04
Vendor Total:						\$2,822.04
AT&T MOBILITY	875108535X0 61422	VOICE & DATA CELL PHONES	\$65.93	20913900-55100	TELEPHONE	\$28.97

List of Checks Presented for Approval on 7/1/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T MOBILITY	875108535X061422	VOICE & DATA CELL PHONES	\$65.93	84027221-55100	TELEPHONE	\$36.96
					Vendor Total:	\$65.93
BRIDGESTONE AMERICAS INC	851-53784	TIRES, TUBES, REPARIS & LABOR	\$195.03	10020210-56130	EXTERNAL SERVICES	\$195.03
	851-53815	TIRES, TUBES, REPARIS & LABOR	\$774.16	10020210-56130	EXTERNAL SERVICES	\$774.16
	851-53859	4 NEW TIRES, INC ALL FEES AND	\$1,362.51	10020210-56130	EXTERNAL SERVICES	\$1,362.51
	851-53858	TIRES, TUBES, REPARIS & LABOR	\$141.39	10024620-56130	EXTERNAL SERVICES	\$141.39
	851-53783	4 NEW TIRES, MOUNTED, BALANCED	\$1,659.90	10521210-56130	EXTERNAL SERVICES	\$1,659.90
	851-53756	FLAT REPAIR	\$24.75	20324100-56130	EXTERNAL SERVICES	\$24.75
	851-53861	TIRES, TUBES, REPARIS & LABOR	\$760.27	20822500-56130	EXTERNAL SERVICES	\$760.27
	851-53814	TIRES, TUBES, REPARIS & LABOR	\$38.72	80026110-56130	EXTERNAL SERVICES	\$38.72
	851-83741	TIRES, VALVE STEM	\$746.71	80026110-56130	EXTERNAL SERVICES	\$746.71
	851-53813	TIRES, TUBES, REPARIS & LABOR	\$829.21	80026110-56130	EXTERNAL SERVICES	\$829.21
	851-53846	TIRES, TUBES, REPARIS & LABOR	\$51.66	82027114-56130	EXTERNAL SERVICES	\$51.66
	851-53843	TIRES, TUBES, REPARIS & LABOR	\$709.41	82027114-56130	EXTERNAL SERVICES	\$709.41
					Vendor Total:	\$7,293.72
CA POLICE CHIEFS ASSOC	22000	MEMBERSHIP - C CROOK	\$145.00	10020210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$145.00
					Vendor Total:	\$145.00
CALIFORNIA BUILDING OFFICIALS	13281	CALBO WEBSITE JOB AD	\$75.00	10023100-52515	ADVERTISING & PUBLICATION	\$75.00
	14429	REGISTRATION - M KEIZER	\$70.00	10023320-57100	LEARNING AND DEVELOPMENT	\$70.00
	14269	REGISTRATION - M KEIZER, S OROPEZA, E CHRISTOPHERS	\$1,132.50	10023320-57100	LEARNING AND DEVELOPMENT	\$1,132.50
					Vendor Total:	\$1,277.50
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY	INV-1399	FY22/23 POLLUTION PREMIUM	\$4,513.00	20216200-52530	POLLUTION-ENVIRON INS PREMIUM	\$4,513.00
	INV-1347	CONTRIBUTION - WC 1ST QTR 7/1-9/30/22	\$299,552.00	20116220-52525	WORKER'S COMP. EXPENSE	\$299,552.00
					Vendor Total:	\$304,065.00
CAROLLO ENGINEERS INC	FB24377	DESIGN PHASES I&II RECYCLED WA	\$44,701.26	83027330-80230	INFRASTRUCTURE	\$44,701.26
					Vendor Total:	\$44,701.26
CITIBANK N.A.	0054874G	BIRTHDAY SUPPLIES	\$35.57	20016100-54167	EMPLOYEE DEVELOPMENT	\$35.57

List of Checks Presented for Approval on 7/1/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CITIBANK N.A.	149979642	WHIRLPOOL 28 CU. FT. SIDE-BY-S	\$119.99	10521210-54100	SUPPLIES	\$59.99
				71021100-54100	SUPPLIES	\$60.00
	149979642 1	WHIRLPOOL 28 CU. FT. SIDE-BY-S	\$1,725.99	10521210-54100	SUPPLIES	\$863.00
				71021100-54100	SUPPLIES	\$862.99
	STMT 062122	LATE FEE/INTEREST	\$20.10	20413500-54100	SUPPLIES	\$20.10
	Vendor Total:					\$1,901.65
COASTLAND CIVIL ENGINEERING INC	53399	2022 MAIN STREET UTILITY DESIGN	\$1,202.50	25224220-80230	INFRASTRUCTURE	\$1,202.50
	53921	2022 MAIN STREET UTILITY DESIGN	\$45,050.03	25224220-80230	INFRASTRUCTURE	\$45,050.03
	53683	2022 MAIN STREET UTILITY DESIGN	\$46,652.85	25224220-80230	INFRASTRUCTURE	\$46,652.85
	Vendor Total:					\$92,905.38
COFFEE CRITIC INC, THE	R28798	MISC. COFFEE SUPPLIES AS NEEDED	\$100.00	20012200-54100	SUPPLIES	\$100.00
					Vendor Total:	
COMPUTER OPTIONS INC	INV01213	DISASTER RECOVERY - \$28,000-\$3	\$952.50	20913900-52100	CONTRACTUAL SERVICES	\$952.50
	INV01391	DISASTER RECOVERY - \$28,000-\$3	\$1,667.50	20913900-52100	CONTRACTUAL SERVICES	\$1,667.50
	INV01339	DISASTER RECOVERY - \$28,000-\$3	\$1,800.00	20913900-52100	CONTRACTUAL SERVICES	\$1,800.00
	Vendor Total:					\$4,420.00
DANIEL SPENCE	TR 4/3-8/22	TRAVEL REIMBURSEMENT	\$127.86	10022810-57100	LEARNING AND DEVELOPMENT	\$127.86
					Vendor Total:	
DEPARTMENT OF JUSTICE	582017	CHEM/TEST REORT CRIMINAL INVES	\$735.00	10020210-52100	CONTRACTUAL SERVICES	\$735.00
	583917	FINGERPRINTS	\$196.00	10020210-54169	LIVESCAN	\$196.00
	Vendor Total:					\$931.00
DEPARTMENT OF PESTICIDE REGULATION	DV053122	RENEWAL - C GOWAN	\$60.00	84027225-57100	LEARNING AND DEVELOPMENT	\$60.00
					Vendor Total:	
DOUGLAS ERIC JOHNSON	DV070122	PLANNING COMMISSION STIPEND	\$500.00	20010010-51121	PLANNING COMMISSION STIPENDS	\$500.00
					Vendor Total:	
EARPHONE GUY LLC	12-5208	PCL SOUNDWACES EARPIECE	\$846.74	10020210-54100	SUPPLIES	\$846.74
					Vendor Total:	
EUREKA OXYGEN CO	SVC053122	SERVICE CHARGE 053122	\$6.81	20822500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$6.81
					Vendor Total:	

List of Checks Presented for Approval on 7/1/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
EVERGREEN JOB & SAFETY TRAINING INC	1493	JOB AND SAFETY TRAINING - JUNE	\$2,193.48	80026110-52100	CONTRACTUAL SERVICES	\$2,193.48
Vendor Total:						\$2,193.48
FEDERAL EXPRESS	7-791-41403	SHIPPING SERVICES	\$70.63	84027225-54101	POSTAGE	\$70.63
Vendor Total:						\$70.63
GHD INC	380-0014672	DOWNTOWN STREETSCAPE - UNDERGR	\$1,451.25	12024200-80230	INFRASTRUCTURE	\$1,375.91
				50924200-80230	INFRASTRUCTURE	\$75.34
Vendor Total:						\$1,451.25
GOLDEN GATE BRIDGE TOLL	1712274942523	BRIDGE TOLL FEE	\$7.00	10521210-57100	LEARNING AND DEVELOPMENT	\$7.00
Vendor Total:						\$7.00
GRAINGER INC	9336121885	GARGEN HOSE	\$262.64	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$262.64
	9329433198	ICED TEA FILTER	\$42.45	10521210-54100	SUPPLIES	\$42.45
	9329972369	FACIAL TISSUE, FABRIC SOFTENER SHEETS	\$167.36	10521210-54100	SUPPLIES	\$167.36
	9329433206	FLOOR CLEARER, ZIP LOCK BAGS, TRASH BAGS	\$221.94	10521210-54100	SUPPLIES	\$221.94
Vendor Total:						\$694.39
HACH COMPANY	13098613	PLUG HOLE 200 PK	\$35.51	84027225-54103	LAB SUPPLIES	\$35.51
Vendor Total:						\$35.51
HERC RENTALS INC	32757313-003	WATER TRUCK RENTAL - ON GOING	\$2,988.81	10024620-56410	EQUIPMENT RENTAL - PRIVATE	\$996.27
				82027114-56410	EQUIPMENT RENTAL - PRIVATE	\$996.27
				84027221-56410	EQUIPMENT RENTAL - PRIVATE	\$996.27
Vendor Total:						\$2,988.81
HOME DEPOT CREDIT SERVICES	3531089	DOOR KNOB, HOLE PLATE	\$169.51	10521210-56300	BUILDING MAINT. & REPAIR	\$169.51
	9524295	GAS GRILL	\$238.44	10521210-56300	BUILDING MAINT. & REPAIR	\$238.44
	0524715	TRACHELOSPERMUM, RED LEAF JAP	\$478.94	10521210-56300	BUILDING MAINT. & REPAIR	\$478.94
	1012707	VINYL TUBE, SPLICER, CLAMP, BUCKET	\$91.43	84027225-54103	LAB SUPPLIES	\$91.43
	3510231	COMBO WRENCH, PIPE WRENCH	\$841.57	84027225-54102	SMALL TOOLS	\$841.57
	0532556	SWIVEL WHEELS, LED LIGHT, TOOLS	\$945.99	84027225-54102	SMALL TOOLS	\$945.99

List of Checks Presented for Approval on 7/1/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
HOME DEPOT CREDIT SERVICES	9074902	KNEELING PADS, HOOKS, STRAIGHTLINK	\$106.74	80026110-54100	SUPPLIES	\$106.74
	4074755	PUSHBROOM, BUCKET, WD-40	\$282.75	80026110-54100	SUPPLIES	\$282.75
	8024594	MOTOR OIL, BATTERIES 9V, BIT	\$135.92	84027225-54100	SUPPLIES	\$135.92
	Vendor Total:					\$3,291.29
INTERSTATE BATTERIES	380049549	RETURN - BATTERIES	(\$828.12)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$1,354.38)
				10020210-56130	EXTERNAL SERVICES	\$156.18
				10020210-56130	EXTERNAL SERVICES	\$213.89
				77725200-56130	EXTERNAL SERVICES	\$156.19
	380049619	BATTERIES	\$214.89	10020210-56130	EXTERNAL SERVICES	\$214.89
	380049967	BATTERIES	\$158.19	10024210-56130	EXTERNAL SERVICES	\$158.19
	380050391	BATTERIES	\$189.76	20513382-56130	EXTERNAL SERVICES	\$189.76
	380050294	BATTERIES	\$158.19	82027114-56130	EXTERNAL SERVICES	\$158.19
	129252	BATTERIES	\$242.34	82027114-56130	EXTERNAL SERVICES	\$121.17
				82027114-56130	EXTERNAL SERVICES	\$121.17
Vendor Total:					\$135.25	
JASON SODERQUIST	H0115987	ALIPHATIC ACRYLIC URETHANE	\$207.91	82027111-56300	BUILDING MAINT. & REPAIR	\$207.91
Vendor Total:					\$207.91	
JOHN CORIPPO	DV062922	REIMBURSEMENT - PARAMEDICS SUPPLIES	\$99.27	71021100-54100	SUPPLIES	\$99.27
Vendor Total:					\$99.27	
KEVIN PIERACHINI	BA FY 21/22	BOOT ALLOWANCE	\$150.00	20324100-54100	SUPPLIES	\$150.00
Vendor Total:					\$150.00	
KIMBALL MIDWEST	100011018	GEARED AIR SAW	\$336.34	20324100-54102	SMALL TOOLS	\$336.34
Vendor Total:					\$336.34	
KONOCTI RIDGE CORPORATION	108842	EXTERMINATOR SERVICES	\$98.00	10521210-56300	BUILDING MAINT. & REPAIR	\$98.00
Vendor Total:					\$98.00	
KS STATEBANK	46624-7-2022	2014 TYPE III FIRE ENGINE	\$32,737.15	91721400-74501	CAPITAL LEASE INTEREST	\$3,370.13
				91721400-74500	CAPITAL LEASE PRINCIPAL	\$29,367.02
				Vendor Total:		\$32,737.15
LAURA CHRISTENSEN	DV070122	PLANNING COMMISSION STIPEND	\$500.00	20010010-51121	PLANNING COMMISSION STIPENDS	\$500.00
Vendor Total:					\$500.00	

List of Checks Presented for Approval on 7/1/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LIFE ASSIST INC	1216763	MISC. EMS SUPPLIES AS NEEDED	(\$416.00)	10521210-54107	EMS SUPPLIES	(\$208.00)
				71021100-54107	EMS SUPPLIES	(\$208.00)
	1218845	MISC. EMS SUPPLIES AS NEEDED	\$248.13	10521210-54107	EMS SUPPLIES	\$124.06
				71021100-54107	EMS SUPPLIES	\$124.07
	1213134	MISC. EMS SUPPLIES AS NEEDED	\$1,048.37	10521210-54107	EMS SUPPLIES	\$524.19
				71021100-54107	EMS SUPPLIES	\$524.18
	Vendor Total:					\$880.50
LINCOLN AQUATICS	NX311909	SWIMTRINE PLUS	\$413.73	10022300-54106	SPECIALTY SUPPLIES	\$413.73
					Vendor Total: \$413.73	
LN CURTIS & SONS	INV601567	TURNOUT JACKETS	\$7,011.87	10521210-54106	SPECIALTY SUPPLIES	\$7,011.87
					Vendor Total: \$7,011.87	
LORELEI SCOTT	10372	PROJECT - MOVIE MADNESS BANNERS	\$647.57	90000000-23226	CONCERT SERIES	\$647.57
	10373	PROJECT - MOVIE MADNESS BANNERS	\$1,262.06	90000000-23226	CONCERT SERIES	\$1,262.06
	10399	PROJECT - MOVIE MADNESS BANNERS	\$1,962.56	90000000-23235	MOVIES IN THE PLAZA	\$1,962.56
	10130	VEHICLE LOGOS	\$608.61	20324100-54100	SUPPLIES	\$608.61
	Vendor Total:					\$4,480.80
MARK HILLIKER	DV070122	PLANNING COMMISSION STIPEND	\$500.00	20010010-51121	PLANNING COMMISSION STIPENDS	\$500.00
					Vendor Total: \$500.00	
MELTON DESIGN GROUP INC	6136	LANDSCAPE ARCHITECT - RIVERSID	\$2,558.79	30522250-80220	BUILDING IMPROVEMENTS	\$2,558.79
					Vendor Total: \$2,558.79	
MENDOCINO COUNTY INFORMATION SERVICES DIVISION	20224-4	SLA/MAINTENANCE AGREEMENT FY 2	\$525.00	20620231-52100	CONTRACTUAL SERVICES	\$525.00
	20225-4	SLA/MAINTENANCE AGREEMENT FY 2	\$525.00	20620231-52100	CONTRACTUAL SERVICES	\$525.00
	Vendor Total:					\$1,050.00
MICHELLE N JOHNSON	DV070122	PLANNING COMMISSION STIPEND	\$500.00	20010010-51121	PLANNING COMMISSION STIPENDS	\$500.00
					Vendor Total: \$500.00	
MILSOFT UTILITY SOLUTIONS INC	20223028	REPLACEMENT OF UTILITY BILLING	\$10,470.00	20513300-54320	SOFTWARE	\$10,470.00
					Vendor Total: \$10,470.00	
MOIRS	173479	CHLORINE - 15 GALLON	\$447.48	82027111-58202	CHEMICALS	\$447.48
	173817	CHLORINE - 15 GALLON	\$626.47	82027111-58202	CHEMICALS	\$626.47

List of Checks Presented for Approval on 7/1/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MOIRS	174097	CHLORINE - 15 GALLON	\$765.96	82027111-58202	CHEMICALS	\$765.96
	173977	PRIMO POWDER CONDITIONER	\$51.55	10022300-54106	SPECIALTY SUPPLIES	\$51.55
	173975	LIQUID CHLORINE CASE	\$107.26	10022300-54106	SPECIALTY SUPPLIES	\$107.26
	173815	MURIATIC ACID CASE	\$549.87	10022300-54106	SPECIALTY SUPPLIES	\$549.87
Vendor Total:						\$2,548.59
MUNICIPAL MANAGEMENT ASSOCIATION OF	6181	REGISTRATION - C RASMASON	\$450.00	20013210-57100	LEARNING AND DEVELOPMENT	\$450.00
	6149	MEMBERSHIP - C RASMASON	\$75.00	20013210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$75.00
Vendor Total:						\$525.00
NORTHERN AGGREGATES INC	71225	MISC. ROCK & ROAD PATCH MATERI	\$273.25	10521210-56300	BUILDING MAINT. & REPAIR	\$273.25
Vendor Total:						\$273.25
OFFICE DEPOT INC	244488492001	STAPLES	\$20.23	10020210-54100	SUPPLIES	\$20.23
	244798671001	CD/DVD SLEEVES	\$20.65	10020210-54100	SUPPLIES	\$20.65
	245992395001	SD ULTRA SANDISK, BINDER	\$20.69	10020210-54100	SUPPLIES	\$20.69
	244798956001	DVD RECORDER	\$28.51	10020210-54100	SUPPLIES	\$28.51
	245991782001	FCREADMICRO USB	\$29.03	10020210-54100	SUPPLIES	\$29.03
	242875048001	STICKY NOTE, SHARPIE, STAPLES	\$48.16	10020210-54100	SUPPLIES	\$48.16
	245200239001	BINDERS, FRIXION CLICKER	\$55.18	10020210-54100	SUPPLIES	\$55.18
	244487468001	TONER	\$284.94	10020210-54100	SUPPLIES	\$284.94
	242630042001	PAPER	\$554.06	20012200-54100	SUPPLIES	\$554.06
	241413660001	BOISE MULTI-USE PRINT & COPY P	\$1,218.96	20012200-54100	SUPPLIES	\$1,218.96
	243894201001	10FT MIC CABLE	\$18.50	20012500-54100	SUPPLIES	\$18.50
	243893532001	COPPERTOP AA BATTERIES	\$51.15	20012500-54100	SUPPLIES	\$51.15
	243841903001	HON 4 DRAWER LATERAL FILE CABI	\$1,111.24	20824300-54100	SUPPLIES	\$1,111.24
	243219109001	PAPER, CLIPS, OFFICE MATE	\$6.51	80026400-54100	SUPPLIES	\$6.51
	242912075001	SOAP, PENS	\$52.94	80026400-54100	SUPPLIES	\$52.94
	244574362001	TONER	\$145.67	80026400-54100	SUPPLIES	\$145.67
Vendor Total:						\$3,666.42
ONE TIME PAY VENDOR	73531-6 1	ENERGY REBATE - LORI MCCORMICK-HOLADAY	\$1,000.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$1,000.00

List of Checks Presented for Approval on 7/1/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	SSCV-266244	REFUND CIVIL SUBPOENA - GRIM, VRANJES & GREER LLP	\$107.11	90000000-23200	REFUNDABLE DEPOSITS TRUST	\$550.00
				10020000-44831	REIMBURSABLE JOBS - POLICE	(\$442.89)
	SCUK-CVPM-19-72841 1	REFUND CIVIL SUBPOENA - AUSTING D GARNER	\$210.16	90000000-23200	REFUNDABLE DEPOSITS TRUST	\$275.00
				10020000-44831	REIMBURSABLE JOBS - POLICE	(\$64.84)
	SSCUKCVFL-16-68445	REFUND CIVIL SUBPOENA - DAVID M KINDOPP	\$275.00	90000000-23200	REFUNDABLE DEPOSITS TRUST	\$275.00
Vendor Total:						\$1,592.27
PACE SUPPLY CORPORATION	027736376-2	(M-C-3) METER COUPLER 3/4 X 2-	\$22.94	82000000-12104	INVENTORY - PURCHASES	\$22.94
	027736376-1	(M-C-3) METER COUPLER 3/4 X 2-	\$140.85	82000000-12104	INVENTORY - PURCHASES	\$140.85
	027805723	EBOFLC PLASTIC SS CK HNG COMM SEAT	\$30.60	10022100-59400	OTHER EXPENSES	\$30.60
	027774101	LONG WRENCH	\$175.66	84027225-54102	SMALL TOOLS	\$175.66
	Vendor Total:					\$370.05
PATRICIA J MCMILLEN	P-710	SEWER LATERAL - REIMBURSEMENT	\$2,000.00	84427221-59501	GRANTS ISSUED	\$2,000.00
Vendor Total:						\$2,000.00
PATRICK INFANTE	DV063022	REIMBURSEMENT-WALMART SUPPLIES	\$237.00	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$237.00
Vendor Total:						\$237.00
PG&E CO	8716-1 MAY 22	PACIFIC GAS & ELECTRIC	\$375.85	82027111-55210	UTILITIES	\$375.85
Vendor Total:						\$375.85
PHENOVA	183382	STUDY RAPID WS SOURCEWATER	\$245.41	84027225-54103	LAB SUPPLIES	\$245.41
Vendor Total:						\$245.41
PITNEY BOWES INC	1020881449	POSTAGE MACHINE LEASE & SUPPLIES	\$117.00	73022600-52100	CONTRACTUAL SERVICES	\$117.00
	1020889548	POSTAGE MACHINE LEASE & SUPPLIES	\$146.98	73022600-52100	CONTRACTUAL SERVICES	\$146.98
	1020878009	POSTAGE MACHINE LEASE & SUPPLIES	\$567.45	20513300-54101	POSTAGE	\$567.45
Vendor Total:						\$831.43
PRINT PROJECT MANAGERS INC	039445	#9 SECURITY WINDOW ENVELOPES	\$420.18	20013210-54100	SUPPLIES	\$420.18
Vendor Total:						\$420.18
PROACTIVE ENVIRONMENT PRODUCTS LLC	29563	WELL PUMP, LITHIUM BATTERY, CHARGER	\$932.31	84027225-56125	LAB EQUIP-REPAIR & MAINT.	\$932.31
Vendor Total:						\$932.31
REDWOOD COAST FUELS	2333033	CARDLOCK FUEL PURCHASES	\$10,212.50	10022100-56210	FUEL & FLUIDS	\$1,445.64

List of Checks Presented for Approval on 7/1/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD COAST FUELS	2333033	CARDLOCK FUEL PURCHASES	\$10,212.50	10023320-56210	FUEL & FLUIDS	\$289.16
				10024210-56210	FUEL & FLUIDS	\$100.45
				10024620-56210	FUEL & FLUIDS	\$1,640.23
				20324100-56210	FUEL & FLUIDS	\$189.50
				20513382-56210	FUEL & FLUIDS	\$112.73
				20822500-56210	FUEL & FLUIDS	\$192.04
				80026400-56210	FUEL & FLUIDS	\$3,179.08
				82027111-56210	FUEL & FLUIDS	\$1,016.13
				82027114-56210	FUEL & FLUIDS	\$500.12
				82027114-56210	FUEL & FLUIDS	\$575.92
				84027221-56210	FUEL & FLUIDS	\$426.03
				84027221-56210	FUEL & FLUIDS	\$490.59
				84027225-56210	FUEL & FLUIDS	\$54.88
				Vendor Total:		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	4158794	CARDLOCK FUEL PURCHASES	\$1,244.89	20824300-56210	FUEL & FLUIDS	\$1,244.89
	2334681	CARDLOCK FUEL PURCHASES	\$205.56	20324100-58410	GARAGE LUBRICANTS & PARTS	\$205.56
				Vendor Total:		
				\$11,662.95		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	INV-004430	WORKERS COMP AND LIABILITY FY22/23	\$193,069.00	20116220-52526	REMIF ASSESSMENT PAYMENTS	\$143,486.00
				20216200-52526	REMIF ASSESSMENT PAYMENTS	\$49,583.00
				Vendor Total:		
				\$193,069.00		
REDWOOD TOXICOLOGY LAB INC	00169820225	DRUG SCREEN TESTING	\$120.81	10020210-52100	CONTRACTUAL SERVICES	\$120.81
				Vendor Total:		
RICHARD ANDERSON	220606-1	AGREEMENT FOR PROF.SVC'S FOR W	\$7,625.00	20913900-52100	CONTRACTUAL SERVICES	\$7,625.00
				Vendor Total:		
RINO PACIFIC	CL37558	FUEL CARD CHARGES AS NEEDED	\$290.39	80026400-56210	FUEL & FLUIDS	\$290.39
				Vendor Total:		
ROBERT RICETTI	BA FY 21/22	BOOT ALLOWANCE	\$130.64	10022100-54100	SUPPLIES	\$130.64
				Vendor Total:		
				\$130.64		

List of Checks Presented for Approval on 7/1/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SCOTT BRANSON	TR 5/22-27/22	TRAVEL REIMBURSEMENT	\$217.74	80026210-57100	LEARNING AND DEVELOPMENT	\$217.74
					Vendor Total:	\$217.74
SILVA SEPTIC INC	100373	SEPTIC SERVICES	\$140.00	10022100-52100	CONTRACTUAL SERVICES	\$140.00
					Vendor Total:	\$140.00
SNAP-ON INDUSTRIAL	ARV/53290056	6PC BALL HX LNG DR SET 3/8 DR	\$135.83	20324100-54102	SMALL TOOLS	\$135.83
	ARV/53344797	PLIERS SET	\$139.00	20324100-54102	SMALL TOOLS	\$139.00
					Vendor Total:	\$274.83
STAPLES CREDIT PLAN	9643	PENCILS, USB DEVICE	\$63.99	10022700-54100	SUPPLIES	\$63.99
	2723	SHARPIES, POST-IT NOTES, PENS	\$64.18	10022700-54100	SUPPLIES	\$64.18
	13285	MESH BINDER POUCHES, DIVIDERS	\$198.69	10022821-54100	SUPPLIES	\$198.69
	9226	MAGNET FILE, LETTER TRAYS, ENVELOPES	\$91.96	20824300-54100	SUPPLIES	\$91.96
	9270	TR MAG FILE, DRY ERASE BOARD	\$96.33	20824300-54100	SUPPLIES	\$96.33
	11348	NOTE PAD	\$18.28	84027225-54100	SUPPLIES	\$18.28
	10096	DRY ERASE PENS, TAPE, STAPLES	\$35.42	84027225-54100	SUPPLIES	\$35.42
					Vendor Total:	\$568.85
STATE CONTROLLER'S OFFICE	FTB-00004958	FY 20/21 FTB OFFSETS	\$20.98	64020213-54100	SUPPLIES	\$20.98
					Vendor Total:	\$20.98
STATE WATER RESOURCES CONTROL BOARD	EA-AN-0822-2463	ELAP CERTIFICATION RENEWAL	\$3,550.00	84027225-59101	FEES	\$3,550.00
	DV062222	RENEWAL - S WHITE	\$60.00	82027110-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$60.00
					Vendor Total:	\$3,610.00
SWAN ANALYTICAL USA INC	CD10003144	VERIFICATION KIT TURBIWELL W/ LED	\$1,186.74	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,186.74
					Vendor Total:	\$1,186.74
TARGET SOLUTIONS LEARNING LLC	INV49610	ANNUAL MEMBERSHIP	\$2,949.40	20216200-52532	SAFETY & TRAINING SUPPORT	\$2,949.40
					Vendor Total:	\$2,949.40
TAYLOR SIMKINS	BA FY21/22	BOOT ALLOWANCE	\$150.00	84027225-54100	SUPPLIES	\$150.00
					Vendor Total:	\$150.00
TEREX USA LLC	5003894779	CLAW BEARING, LOCK NUT	\$78.10	80026110-56130	EXTERNAL SERVICES	\$78.10

List of Checks Presented for Approval on 7/1/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TEREX USA LLC	5003922955	STRAP NYLON AUGER STORAGE	\$169.74	80026110-56130	EXTERNAL SERVICES	\$169.74
					Vendor Total:	\$247.84
TRACI BOYL	TR 6/20-23/22	TRAVEL REIMBURSEMENT	\$1,023.46	20012800-57100	LEARNING AND DEVELOPMENT	\$1,023.46
					Vendor Total:	\$1,023.46
TRI-VALLEY PAINTS	1-102625	PAINT SUPPLIES	\$52.59	82027111-56300	BUILDING MAINT. & REPAIR	\$52.59
					Vendor Total:	\$52.59
TYLER ANDERSON	BA FY 21/22	BOOT ALLOWANCE	\$104.51	84027225-54100	SUPPLIES	\$104.51
					Vendor Total:	\$104.51
ULINE	148754462	CHAIR, ANTI FATIGUE MAT, MONITOR MOUNT	\$664.77	10023100-54100	SUPPLIES	\$664.77
					Vendor Total:	\$664.77
UNITED SITE SERVICES	114-13164683	PORTABLE TOILET RENTAL	\$172.64	10022100-52100	CONTRACTUAL SERVICES	\$172.64
	114-13164684	PORTABLE TOILET RENTAL	\$172.64	10022100-52100	CONTRACTUAL SERVICES	\$172.64
	114-13164685	PORTABLE TOILET RENTAL	\$139.39	80026220-52100	CONTRACTUAL SERVICES	\$139.39
	114-13151587	PORTABLE TOILET RENTAL	\$104.39	82027111-52100	CONTRACTUAL SERVICES	\$104.39
					Vendor Total:	\$589.06
USA BLUEBOOK	989912	2100Q PORTABLE TURBIDIMETER KI	\$2,001.92	84027225-56125	LAB EQUIP-REPAIR & MAINT.	\$2,001.92
					Vendor Total:	\$2,001.92
VALLEY POWER SYSTEMS NORTH INC	F 19759	FUEL FILTER, FILTER CARTRIDGE	\$462.64	80026110-56130	EXTERNAL SERVICES	\$462.64
					Vendor Total:	\$462.64
VAN LANT & FANKHANEL	062822	AUDIT SVCS, 5-YEAR AGREEMENT	\$21,000.00	20013400-52100	CONTRACTUAL SERVICES	\$21,000.00
					Vendor Total:	\$21,000.00
VWR INTERNATIONAL LLC	8808700361	WIPES	\$171.18	84027225-54103	LAB SUPPLIES	\$171.18
					Vendor Total:	\$171.18
WAGNER & BONSIGNORE	06-22-413	ENG SVCS FOR WATER RIGHT PERMI	\$2,302.00	82027110-52100	CONTRACTUAL SERVICES	\$2,302.00
					Vendor Total:	\$2,302.00
WATTS REGULATOR COMPANY	15499708	CUVETTES	\$736.75	90000000-20210	BASIC TAX 7.5%	(\$58.02)
				84027225-56125	LAB EQUIP-REPAIR & MAINT.	\$58.02

List of Checks Presented for Approval on 7/1/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WATTS REGULATOR COMPANY	15499708	CUVETTES	\$736.75	84027225-56125	LAB EQUIP- REPAIR & MAINT.	\$736.75
					Vendor Total:	\$736.75
WEST YOST ASSOCIATES INC	2049647	RRWA EXECUTIVE DIRECTOR SERVIC	\$26,397.51	91190100-52100	CONTRACTUAL SERVICES	\$26,397.51
					Vendor Total:	\$26,397.51
WILLOW COUNTY WATER DIST	40351 JUN 22	WATER SERVICES - 1640 S STATE ST	\$101.47	31122000-55210	UTILITIES	\$101.47
	40353 JUN 22	WATER SERVICES - 1640 S STATE ST	\$115.83	31122000-55210	UTILITIES	\$115.83
	81154 MAY 22	WATER SERVICES - SEWER TREATMENT PLANT	\$129.41	84027225-55210	UTILITIES	\$129.41
					Vendor Total:	\$346.71
WITMER PUBLIC SAFETY GROUP INC	INV45471	FIRE BOOTS	\$396.32	10521210-54106	SPECIALTY SUPPLIES	\$396.32
					Vendor Total:	\$396.32
WYATT IRRIGATION CO	303752 01	FLOOD BUBBLER	\$7.92	10022100-54100	SUPPLIES	\$7.92
					Vendor Total:	\$7.92
					INVOICE TOTAL:	\$834,203.51

List of Checks Presented for Approval on 7/8/2022

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

Sp. Sargian

DRG

CR

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ADVANCED SECURITY SYSTEMS	610849	SECURITY MONITORING - TALMAGE	\$25.75	10521210-52180	SECURITY SERVICES	\$25.75
Vendor Total:						\$25.75
AFLAC	725698	JUN 22 CANCER/LIFE/ACC INSURANCE	\$7,736.16	20700000-20527	SECTION 125 (CANCER & LIFE)	\$7,736.16
Vendor Total:						\$7,736.16
AFLAC GROUP INSURANCE	A179342600	APR 22 AFLAC CRITICAL CARE INSURANCE	\$304.56	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$304.56
	A181175500	MAY 22 AFLAC CRITICAL CARE INSURANCE	\$304.56	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$304.56
Vendor Total:						\$609.12
ALLEN JAMES	DV061122	INSTRUCTOR	\$805.00	10022850-52100	CONTRACTUAL SERVICES	\$805.00
Vendor Total:						\$805.00
ALPHA ANALYTICAL LABORATORIES INC	2062386-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$135.00	84027225-52100	CONTRACTUAL SERVICES	\$135.00
	2064193-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$135.00	84027225-52100	CONTRACTUAL SERVICES	\$135.00
	2065103-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$210.00	84027225-52100	CONTRACTUAL SERVICES	\$210.00
	2062166-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$255.00	84027225-52100	CONTRACTUAL SERVICES	\$255.00
	2063324-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$255.00	84027225-52100	CONTRACTUAL SERVICES	\$255.00
	2062089-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$295.00	84027225-52100	CONTRACTUAL SERVICES	\$295.00
	2064772-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$295.00	84027225-52100	CONTRACTUAL SERVICES	\$295.00
	2064773-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$320.00	84027225-52100	CONTRACTUAL SERVICES	\$320.00
	2062930-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$375.00	84027225-52100	CONTRACTUAL SERVICES	\$375.00
	2065102-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$375.00	84027225-52100	CONTRACTUAL SERVICES	\$375.00
	2065593-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$375.00	84027225-52100	CONTRACTUAL SERVICES	\$375.00
	2062272-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$630.00	84027225-52100	CONTRACTUAL SERVICES	\$630.00
	2062161-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$1,130.00	84027225-52100	CONTRACTUAL SERVICES	\$1,130.00
	2062250-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$1,290.00	84027225-52100	CONTRACTUAL SERVICES	\$1,290.00

List of Checks Presented for Approval on 7/8/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	2063639-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$1,980.00	84027225-52100	CONTRACTUAL SERVICES	\$1,980.00
	2062169-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$3,729.00	84027225-52100	CONTRACTUAL SERVICES	\$3,729.00
	2062170-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$6,215.00	84027225-52100	CONTRACTUAL SERVICES	\$6,215.00
	Vendor Total:					\$17,999.00
AMAZON CAPITAL SERVICES, INC	1TG3-HD4P-HTRD	MOUNTED ANCHOR FLANGE KIT	\$221.70	10022300-54106	SPECIALTY SUPPLIES	\$221.70
	1JKM-YKLV-PD3R	SWING SEATS	\$313.44	10022100-54100	SUPPLIES	\$313.44
	1HMC-M463-FKVP	DAYCAMP SUPPLIES	\$56.56	10022840-54100	SUPPLIES	\$56.56
	1MYJ-JXTQ-1RY6	DAYCAMP SUPPLIES	\$328.20	10022840-54100	SUPPLIES	\$328.20
	11YN-GHFV-HP9V	DAYCAMP SUPPLIES	\$344.00	10022840-54100	SUPPLIES	\$344.00
	1J4P-GHWT-16XY	DAYCAMP SUPPLIES	\$463.65	10022840-54100	SUPPLIES	\$463.65
	114K-LLJF-CC6H	DAYCAMP SUPPLIES	\$651.20	10022840-54100	SUPPLIES	\$651.20
	1HR7-JQVK-FRLK	DAYCAMP SUPPLIES	\$791.31	10022840-54100	SUPPLIES	\$791.31
	1LDJ-GT9P-KRMT	DAYCAMP SUPPLIES	\$886.00	10022840-54100	SUPPLIES	\$886.00
	1F6M-NYQG-HQKL	DAYCAMP SUPPLIES	\$930.78	10022840-54100	SUPPLIES	\$930.78
	1WWD-3F7W-CY7N	DAYCAMP SUPPLIES	\$950.00	10022840-54100	SUPPLIES	\$950.00
	13FM-JQQW-1,6X	DAYCAMP SUPPLIES	\$975.98	10022840-54100	SUPPLIES	\$975.98
	1LQJ-XGNT-3QXL	DAYCAMP SUPPLIES	\$981.53	10022840-54100	SUPPLIES	\$981.53
	1NQX-MPJH-3KFL	NEXIGO MEETING 360, 360 DEGREE	\$1,500.30	20010000-54100	SUPPLIES	\$1,500.30
	1CMY-D611-GLLJ	STORAGE SHELVES, USB DOCK	\$237.28	20012100-54100	SUPPLIES	\$237.28
	1D9J-V4PL-3Q1F	THERMAL PAPER RECEIPT ROLLS	\$75.94	20513300-54100	SUPPLIES	\$75.94
	Vendor Total:					\$9,707.87
AMERICAN NATIONAL RED CROSS & ITS CONSTITUENT	22437667	LIFEGUARDING WITH BLOODBORNE	\$41.00	10022300-54100	SUPPLIES	\$41.00
	22430385	LIFEGUARDING WITH BLOODBORNE	\$344.00	10022840-54100	SUPPLIES	\$344.00
	22433288	LIFEGUARDING WITH BLOODBORNE	\$473.00	10022840-54100	SUPPLIES	\$473.00
Vendor Total:						\$858.00
AP TRITON CONSULTING LLC	2022-167	CONSULTINGS SERVICES FOR PHEMS	\$5,000.00	71021100-52100	CONTRACTUAL SERVICES	\$5,000.00

List of Checks Presented for Approval on 7/8/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AP TRITON CONSULTING LLC	2022-216	CONSULTINGS SERVICES FOR PHEMS	\$5,000.00	71021100-52100	CONTRACTUAL SERVICES	\$5,000.00
					Vendor Total:	\$10,000.00
ARROW FENCING	82906	SAFETY SIGNS	\$109.60	82027111-56300	BUILDING MAINT. & REPAIR	\$109.60
					Vendor Total:	\$109.60
AT&T	2799 JUL 22	INTERNET	\$100.07	10022100-55100	TELEPHONE	\$100.07
	3138 JUN 22	DSL FOR 911 REMOTE SUPPORT	\$230.05	20620231-55100	TELEPHONE	\$230.05
					Vendor Total:	\$330.12
AXON ENTERPRISE INC	INUS077097	TASER & DATA STORAGE AGREEMEN	\$15,051.97	10020210-54100	SUPPLIES	\$15,051.97
					Vendor Total:	\$15,051.97
BAUER COMPRESSORS INC	0000294203	VALVE, VENTING	\$94.19	10521210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$94.19
					Vendor Total:	\$94.19
BENJAMIN KATER	12/1/21-5/31/22	VOLUNTEER REIMBURSEMENT	\$416.00	10521210-52181	VOLUNTEER EXPENSES	\$416.00
					Vendor Total:	\$416.00
BENJAMIN PAZ	12/1/21-5/31/22	VOLUNTEER REIMBURSEMENT	\$632.00	10521210-52181	VOLUNTEER EXPENSES	\$632.00
					Vendor Total:	\$632.00
BOUND TREE MEDICAL LLC	84550817	EMS SUPPLIES	\$2.99	10521210-54107	EMS SUPPLIES	\$1.49
				71021100-54107	EMS SUPPLIES	\$1.50
	84541588	EMS SUPPLIES	\$45.18	10521210-54107	EMS SUPPLIES	\$22.59
				71021100-54107	EMS SUPPLIES	\$22.59
	84564526	EMS SUPPLIES	\$74.97	10521210-54107	EMS SUPPLIES	\$37.49
				71021100-54107	EMS SUPPLIES	\$37.48
	84566274	EMS SUPPLIES	\$151.80	10521210-54107	EMS SUPPLIES	\$75.90
				71021100-54107	EMS SUPPLIES	\$75.90
	24562890	EMS SUPPLIES	\$193.10	10521210-54107	EMS SUPPLIES	\$96.55
				71021100-54107	EMS SUPPLIES	\$96.55
	84560952	EMS SUPPLIES	\$193.10	10521210-54107	EMS SUPPLIES	\$96.55
				71021100-54107	EMS SUPPLIES	\$96.55
	84562891	EMS SUPPLIES	\$224.11	10521210-54107	EMS SUPPLIES	\$112.06
				71021100-54107	EMS SUPPLIES	\$112.05

List of Checks Presented for Approval on 7/8/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BOUND TREE MEDICAL LLC	84569940	EMS SUPPLIES	\$587.82	10521210-54107	EMS SUPPLIES	\$293.91
				71021100-54107	EMS SUPPLIES	\$293.91
	84552783	EMS SUPPLIES	\$3.57	71021100-54107	EMS SUPPLIES	\$3.57
	Vendor Total:					\$1,476.64
BRADLEY JAY HUNT	DV071022	SUNDAY'S IN THE PARK-"DOUBLE S	\$1,000.00	90000000-23226	CONCERT SERIES	\$1,000.00
					Vendor Total: \$1,000.00	
BRANDON COLLIS BEGLEY	11	ALS MEDICAL DIRECTION OVERSIGHT	\$500.00	10521210-52112	M. S. OVERSIGHT	\$250.00
				71021100-52112	M. S. OVERSIGHT	\$250.00
	12	ALS MEDICAL DIRECTION OVERSIGHT	\$500.00	10521210-52112	M. S. OVERSIGHT	\$250.00
				71021100-52112	M. S. OVERSIGHT	\$250.00
Vendor Total:					\$1,000.00	
BRETT CHAPMAN	TA 7/11-13/22	TRAVEL ADVANCE	\$54.00	10020210-57100	LEARNING AND DEVELOPMENT	\$54.00
					Vendor Total: \$54.00	
CALIFORNIA INFRASTRUCTURE AND ECONOMIC	63619	IBANK INFRASTRUCTURE FINANCING	\$162,612.48	10000000-70102	BOND INTEREST EXPENSE	\$7,253.76
				10000000-70102	BOND INTEREST EXPENSE	\$39,895.68
				12000000-70102	BOND INTEREST EXPENSE	\$3,736.78
				12000000-70102	BOND INTEREST EXPENSE	\$20,552.32
				10000000-70202	BOND PRINCIPAL PAYMENTS	\$60,174.80
				12000000-70202	BOND PRINCIPAL PAYMENTS	\$30,999.14
Vendor Total:					\$162,612.48	
CARTER GRISSOM	DV071022	PROMOTER FOR SUNDAYS IN THE PARK	\$500.00	90000000-23226	CONCERT SERIES	\$500.00
					Vendor Total: \$500.00	
CHROMAGRAPHS	70467	BUSINESS CARDS - B CHAPMAN	\$71.69	10020210-54100	SUPPLIES	\$71.69
	70466	BUSINESS CARDS - C RASMASON	\$55.85	20013210-54100	SUPPLIES	\$55.85
	Vendor Total:					\$127.54
CLERK-RECORDER, MENDOCINO COUNTY	063022	2ND QUARTER 2022 MAP UPDATES	\$4.00	10024210-52100	CONTRACTUAL SERVICES	\$4.00
					Vendor Total: \$4.00	
COMCAST	5488 JUL 22	INTERNET SERVICES	\$123.42	10521210-55100	TELEPHONE	\$123.42
					Vendor Total: \$123.42	

List of Checks Presented for Approval on 7/8/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CREATIVE WORKSHOP	DI-1240	EMAIL BLUEPRINTS	\$682.10	10023320-52100	CONTRACTUAL SERVICES	\$682.10
					Vendor Total:	\$682.10
DANIEL F MEAD	51301	DUPLICATE KEYS, REPAIRS & MISC	\$194.89	20822500-56300	BUILDING MAINT. & REPAIR	\$194.89
	51332	DUPLICATE KEYS, REPAIRS & MISC	\$63.96	10020210-54100	SUPPLIES	\$63.96
					Vendor Total:	\$258.85
DAVID WEBER	DV063022 1	INSTRUCTOR	\$98.00	10022850-52100	CONTRACTUAL SERVICES	\$98.00
	DV062922	INSTRUCTOR	\$112.00	10022850-52100	CONTRACTUAL SERVICES	\$112.00
	DV063022	INSTRUCTOR	\$168.00	10022850-52100	CONTRACTUAL SERVICES	\$168.00
	DV062922 1	INSTRUCTOR	\$364.00	10022850-52100	CONTRACTUAL SERVICES	\$364.00
					Vendor Total:	\$742.00
DC CUSTOMS INC	195309	DRILL BRACKET KIT	\$126.21	10521210-56130	EXTERNAL SERVICES	\$126.21
	195109	DECKED DRAW SYSTEM - INC CROSS	\$3,236.23	10521210-54102	SMALL TOOLS	\$3,236.23
					Vendor Total:	\$3,362.44
DEEP VALLEY SECURITY	392381 7	SECURITY SYSTEM MONITORING AT	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	392381	ALARM SERVICES PER ATTACHED CO	\$229.65	10022100-52180	SECURITY SERVICES	\$26.95
				10022100-52180	SECURITY SERVICES	\$29.95
				10022700-52180	SECURITY SERVICES	\$42.95
				20822500-52180	SECURITY SERVICES	\$42.95
				73022600-52180	SECURITY SERVICES	\$19.95
				73022600-52180	SECURITY SERVICES	\$21.95
				82027111-52180	SECURITY SERVICES	\$20.00
				82027111-52180	SECURITY SERVICES	\$24.95
	392381 5	SECURITY UPGRADE & MONITORING/	\$42.95	10022700-52180	SECURITY SERVICES	\$42.95
	392381 1	MONITORING - SOFTBALL COMPLEX	\$32.95	10022822-52180	SECURITY SERVICES	\$32.95
	392381 2	SECURITY MONITORING SVCS - STR	\$34.95	20824300-52180	SECURITY SERVICES	\$34.95
	392381 3	SECURITY MONITORING SVCS - GAR	\$46.95	20824300-52180	SECURITY SERVICES	\$46.95
	392381 6	UPGRADE SECURITY SYSTEM FOR EL	\$62.95	20824300-52180	SECURITY SERVICES	\$62.95
	392381 4	PROVIDE AND INSTALL ELECTRONIC	\$52.95	80026400-52180	SECURITY SERVICES	\$52.95
					Vendor Total:	\$543.30

List of Checks Presented for Approval on 7/8/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DIAMOND D CONSTRUCTION	1172	GOBBI ST UNDERGROUND COM REWOR	\$59,527.32	80026120-52100	CONTRACTUAL SERVICES	\$59,527.32
					Vendor Total:	\$59,527.32
EBA ENGINEERING	52824	TASK 2B-SECOND QUARTER 2022 DE	\$6,885.00	70024500-52100	CONTRACTUAL SERVICES	\$6,885.00
					Vendor Total:	\$6,885.00
ELLIES MUTT HUT	999709	INTERVIEW LUNCHES	\$74.14	20016100-54163	INTERVIEW SUPPLIES	\$74.14
	79.96	INTERVIEW LUNCHES	\$79.96	20016100-54163	INTERVIEW SUPPLIES	\$79.96
					Vendor Total:	\$154.10
ENHANCED VEHICLE APPLICATIONS LLC	INV142398	MONTHLY DATA SERVICE	\$180.00	10020210-52100	CONTRACTUAL SERVICES	\$180.00
	INV143492	MONTHLY DATA SERVICE	\$180.00	10020210-52100	CONTRACTUAL SERVICES	\$180.00
					Vendor Total:	\$360.00
EPIC AVIATION LLC	7581012	JET A FUEL	\$32,212.65	77725200-58401	AVIATION FUEL	\$32,212.65
					Vendor Total:	\$32,212.65
EUREKA OXYGEN CO	U 192042	EQUIPMENT MAINTENANCE	\$24.87	10521210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$24.87
					Vendor Total:	\$24.87
FEDERAL EXPRESS	7-805-49224	SHIPPING SERVICES	\$63.80	10020210-54101	POSTAGE	\$23.56
				10020210-54101	POSTAGE	\$40.24
					Vendor Total:	\$63.80
FILETRAIL INC	2022-0694	HOSTED FILE MANAGMENT SYSTEM	\$646.85	20012500-54320	SOFTWARE	\$646.85
					Vendor Total:	\$646.85
FIRE DISTRICTS ASSOCIATION OF CALIFORNIA	300001051	MEMBERSHIP RENEWAL - UVFA	\$500.00	10521210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$500.00
					Vendor Total:	\$500.00
FLYNN CREEK CIRCUS LLC	DV062822	DEPOSIT - FLYNN CREEK CIRCUS	\$880.00	10022850-44915	RECREATION PROGRAM INCOME	\$880.00
					Vendor Total:	\$880.00
GABRIELA BUSHWAY	12/1/21-5/31/22	VOLUNTEER REIMBURSEMENT	\$24.00	10521210-52181	VOLUNTEER EXPENSES	\$24.00
					Vendor Total:	\$24.00
GENERAL PACIFIC INC	1440635	ITR H130544 GENERIC, CISDR3, C	\$16,069.95	80026200-54100	SUPPLIES	\$16,069.95
					Vendor Total:	\$16,069.95
GHD INC	380-0011410	BIOLOGICAL MONITORING SVCS AT	\$98.00	10024210-52100	CONTRACTUAL SERVICES	\$98.00

List of Checks Presented for Approval on 7/8/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GHD INC	380-0011163	ENG SVCS FOR H2O STORAGE TANK	\$196.13	82027110-52100	CONTRACTUAL SERVICES	\$196.13
					Vendor Total:	\$294.13
GORDON CONE	12/1/21-5/31/22	VOLUNTEER REIMBURSEMENT	\$320.00	10521210-52181	VOLUNTEER EXPENSES	\$320.00
					Vendor Total:	\$320.00
GRAINGER INC	9353469803	HARDEN HOSE	\$364.17	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$364.17
	9351103024	PRESSURE GAUGE, THUMB SCREW, SYRINGE FILTER	\$359.41	84027225-54103	LAB SUPPLIES	\$359.41
					Vendor Total:	\$723.58
GRANITE CONSTRUCTION COMPANY	2260028	MISC ROCK & ROAD PATCH MATERIA	\$134.04	84027221-54100	SUPPLIES	\$134.04
					Vendor Total:	\$134.04
HARRIS COMPUTER SYSTEMS INC	CT054390B	PERFORM A SECOND (2ND) ADDITIO	\$1,299.35	20513300-52100	CONTRACTUAL SERVICES	\$1,299.35
	CT054390C	PERFORM A THIRD (3RD) ADDITION	\$1,299.35	20513300-52100	CONTRACTUAL SERVICES	\$1,299.35
	CT054390A	PERFORM AN ADDITIONAL FULL DAT	\$1,299.35	20513300-52100	CONTRACTUAL SERVICES	\$1,299.35
	MN00137692	CLASSIC SOFTWARE MAINT	\$36,611.15	20513300-52100	CONTRACTUAL SERVICES	\$36,611.15
					Vendor Total:	\$40,509.20
INTEGRITY SHRED LLC	133191	DOCUMENT SHREDDING	\$35.50	10020210-54100	SUPPLIES	\$35.50
					Vendor Total:	\$35.50
INTERCOUNTY MECHANICAL & ELECTRICAL INC	8504-B	SERVICE BOTH AC UNTIS IN ELEC	\$1,500.00	80026400-52100	CONTRACTUAL SERVICES	\$1,500.00
					Vendor Total:	\$1,500.00
INTERNATIONAL ASSOC OF CHIEFS OF POLICE INC	0228018	ANNUAL MEMBERSHIP DUES 22/23	\$875.00	10020210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$875.00
					Vendor Total:	\$875.00
JACK HENRY & ASSOCIATES INC	3979101	REMIT AND REMOTE DEPOSIT ANNUAL	\$4,731.16	20513300-52100	CONTRACTUAL SERVICES	\$4,731.16
					Vendor Total:	\$4,731.16
JACK WANN	DV062822	INSTRUCTOR	\$252.00	10022850-52100	CONTRACTUAL SERVICES	\$252.00
					Vendor Total:	\$252.00
JASON BENSON	BA FY 21/22	BOOT ALLOWANCE	\$150.00	10024210-54100	SUPPLIES	\$50.00
				82027110-54100	SUPPLIES	\$50.00
				84027225-54100	SUPPLIES	\$50.00
					Vendor Total:	\$150.00

List of Checks Presented for Approval on 7/8/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JUDY CHAN	JUL 22	PARKS DEPT. OFFICE LEASE - 185	\$1,492.00	10022100-52600	RENT	\$1,492.00
					Vendor Total:	\$1,492.00
KATIE WILLIAMS	DV063022	INSTRUCTOR	\$392.00	10022850-52100	CONTRACTUAL SERVICES	\$392.00
	DV063022 1	INSTRUCTOR	\$1,470.00	10022850-52100	CONTRACTUAL SERVICES	\$1,470.00
					Vendor Total:	\$1,862.00
KEITH GAUDETTE	DV070622	SOUND BAR RENTAL	\$800.00	90000000-23226	CONCERT SERIES	\$800.00
	DV071022	SOUND SERVICES FOR SUNDAY'S IN	\$2,560.00	90000000-23226	CONCERT SERIES	\$2,560.00
					Vendor Total:	\$3,360.00
KEMIRA WATER SOLUTIONS INC	9017757665	LIQUID FERRIC CHLORIDE FY21/22	\$13,759.74	84027225-58202	CHEMICALS	\$13,759.74
					Vendor Total:	\$13,759.74
LARRY WALKER ASSOCIATES INC	00564.08-9	CONSULTING SVCS - NPDES & RECY	\$2,336.25	84027225-52100	CONTRACTUAL SERVICES	\$2,336.25
					Vendor Total:	\$2,336.25
LAURENCE THOMPSON	DV071022	SUNDAY'S IN THE PARK-"THE FUNK	\$2,000.00	90000000-23226	CONCERT SERIES	\$2,000.00
					Vendor Total:	\$2,000.00
LIFE ASSIST INC	1220791	MISC. EMS SUPPLIES AS NEEDED	\$72.69	10521210-54107	EMS SUPPLIES	\$36.34
				71021100-54107	EMS SUPPLIES	\$36.35
	1220790	MISC. EMS SUPPLIES AS NEEDED	\$400.59	10521210-54107	EMS SUPPLIES	\$200.30
				71021100-54107	EMS SUPPLIES	\$200.29
					Vendor Total:	\$473.28
LLOYD WESLEY WAKE	398329-18	REFRIGERANT, SERVICE	\$140.70	10022700-56120	EQUIPMENT MAINTENANCE & REPAIR	\$140.70
					Vendor Total:	\$140.70
LN CURTIS & SONS	INV587643	CAL FIRE PANTS UNIFORM	\$436.72	10521210-54106	SPECIALTY SUPPLIES	\$436.72
	INV608519	AMBULANCE UNIFORM SHIRTS	\$88.91	71021100-54106	SPECIALTY SUPPLIES	\$88.91
	INV595826	EMS PANTS WOMENS	\$88.91	71021100-54106	SPECIALTY SUPPLIES	\$88.91
					Vendor Total:	\$614.54
MARK CLEMENTI PHD	06-15-22PD	PRE-EMPLOYMENT PSYCHOLOGICAL E	\$1,548.00	10020210-54161	BACKGROUND & PHYSICALS	\$1,548.00
					Vendor Total:	\$1,548.00
MATT KEIZER	TA 7/18-21/22	TRAVEL ADVANCE	\$2,068.69	10023320-57100	LEARNING AND DEVELOPMENT	\$2,068.69
					Vendor Total:	\$2,068.69

List of Checks Presented for Approval on 7/8/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MICHAEL MAYFIELD	12/1/21-5/31/22	VOLUNTEER REIMBURSEMENT	\$128.00	10521210-52181	VOLUNTEER EXPENSES	\$128.00
					Vendor Total:	\$128.00
MINTIER HARNISH LP	UKIAHGPU-29	GPU, EIR & ADVANCED PLANNING S	\$21,436.10	31523100-52100	CONTRACTUAL SERVICES	\$21,436.10
					Vendor Total:	\$21,436.10
OCCU-MED LTD	0622511	PRE-EMPLOYMENT PHYSICAL	\$1,943.20	10521210-54161	BACKGROUND & PHYSICALS	\$934.50
				71021100-54161	BACKGROUND & PHYSICALS	\$298.10
				80026400-54161	BACKGROUND & PHYSICALS	\$355.30
				84027225-54161	BACKGROUND & PHYSICALS	\$355.30
					Vendor Total:	\$1,943.20
OLIN CORPORATION	3000120349	LIQUID SODIUM HYPOCHLORITE FY2	\$5,788.05	84027225-58202	CHEMICALS	\$5,788.05
					Vendor Total:	\$5,788.05
ONE TIME PAY VENDOR	0026020	REC REFUND - RENEE MORGAN	\$405.00	10022840-44915	RECREATION PROGRAM INCOME	\$405.00
	0026056	REC REFUND - ED REINHART	\$24.00	10022850-44915	RECREATION PROGRAM INCOME	\$24.00
	026249	REC REFUND - ADAM GOLDBERG	\$60.00	10022300-44910	SWIMMING POOL	\$60.00
	0026253	REC REFUND - AMANDA TUTTLE	\$60.00	10022300-44910	SWIMMING POOL	\$60.00
	0026004	REC REFUND - KIM GARROUTTE	\$60.00	10022300-44910	SWIMMING POOL	\$60.00
	0026114	REC REFUND - KIM GARROUTTE	\$60.00	10022300-44910	SWIMMING POOL	\$60.00
	107235-4 1	UTILITY REFUND - JEREMY BAER, TRISTEN DISOMMA	\$15.01	90100000-10421	UTILITY RECEIVABLES CLEARING	\$15.01
					Vendor Total:	\$684.01
OPPERMAN & SON INC	01P55564	CLAMP	\$21.32	10521210-56130	EXTERNAL SERVICES	\$21.32
	01P55384	HOSE ADAPTER	\$61.24	10521210-56130	EXTERNAL SERVICES	\$61.24
	01P55167	BULK FUEL, FUEL FILTER	\$114.52	20822500-56130	EXTERNAL SERVICES	\$114.52
	01P55064	HUB SZEAL, GASKET 4009 HUB CAP	\$76.04	80026110-56130	EXTERNAL SERVICES	\$76.04
	01P54942	RELAY	\$81.07	80026110-56130	EXTERNAL SERVICES	\$81.07
	01P55367	OIL FILTER	\$35.27	82027114-56130	EXTERNAL SERVICES	\$35.27
	01P47240	SEAT	\$797.64	82027114-56130	EXTERNAL SERVICES	\$398.82
				84027221-56130	EXTERNAL SERVICES	\$398.82
	01P54903	COOLANT ADDITIVE	\$223.60	20324100-58410	GARAGE LUBRICANTS & PARTS	\$223.60

List of Checks Presented for Approval on 7/8/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OPPERMAN & SON INC	01P54440	FABCO TIE ROD END	\$644.98	20324100-58510	REIMBURSABLE JOBS	\$644.98
					Vendor Total:	\$2,055.68
OWEN EQUIPMENT SALES	00056790	CONN, PI STRGHT	\$197.18	10024620-56130	EXTERNAL SERVICES	\$197.18
					Vendor Total:	\$197.18
PACE SUPPLY CORPORATION	027815119	ADS 15" DOUBLE WALLED GASKETED	\$5,281.52	10024224-54100	SUPPLIES	\$5,281.52
					Vendor Total:	\$5,281.52
PAMELA WHITAKER	DV063022	INSTRUCTOR	\$600.00	10022850-52100	CONTRACTUAL SERVICES	\$600.00
					Vendor Total:	\$600.00
PETER ARMSTRONG	12/1/21-5/31/22	VOLUNTEER REIMBURSEMENT	\$64.00	10521210-52181	VOLUNTEER EXPENSES	\$64.00
					Vendor Total:	\$64.00
PETERSON POWER SYSTEMS INC	PR060019652	RETURN - CORE	(\$34.52)	10024620-56130	EXTERNAL SERVICES	(\$34.52)
	PC060175461	BATTERY, CORE	\$412.10	10024620-56130	EXTERNAL SERVICES	\$412.10
	PC060175462	CLAMP	\$57.12	10521210-56130	EXTERNAL SERVICES	\$57.12
	PC060175670	PAD AS	\$729.04	82027114-56130	EXTERNAL SERVICES	\$729.04
	PR270010673	RETURN - FILTER	(\$13.09)	84027221-56130	EXTERNAL SERVICES	(\$13.09)
	PC060175033	KEY	\$80.15	84027221-56130	EXTERNAL SERVICES	\$80.15
	PC060175168	FILTER, ELEMENT	\$367.01	84027221-56130	EXTERNAL SERVICES	\$367.01
					Vendor Total:	\$1,597.81
PG&E CO	3822-9 MAY 22	PACIFIC GAS & ELECTRIC	\$10,528.19	84027225-55200	PG&E	\$4,323.14
				10022100-55210	UTILITIES	\$8.65
				10022300-55210	UTILITIES	\$12.87
				10022700-55210	UTILITIES	\$8.11
				20822500-55210	UTILITIES	\$1,561.24
				70024500-55210	UTILITIES	\$502.08
				73022600-55210	UTILITIES	\$7.85
				73022600-55210	UTILITIES	\$8.11
				77725200-55210	UTILITIES	\$9.86
				82027111-55210	UTILITIES	\$4,018.25

List of Checks Presented for Approval on 7/8/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PG&E CO	3822-9 MAY 22	PACIFIC GAS & ELECTRIC	\$10,528.19	84027221-55210	UTILITIES	\$68.03
					Vendor Total:	\$10,528.19
PUBLIC SERVICE DEPARTMENT	CDBG 14	UTILITY SERVICE SUBSISTENCE PA	\$2,285.59	61123410-59501	GRANTS ISSUED	\$2,285.59
					Vendor Total:	\$2,285.59
RAY C STARKEY	1004651	SHIRTS, SWEATSHIRTS - WWTP	\$165.41	84027225-54100	SUPPLIES	\$165.41
					Vendor Total:	\$165.41
REDWOOD COAST FUELS	2335398	CARDLOCK FUEL PURCHASES	\$957.13	84027225-56210	FUEL & FLUIDS	\$957.13
	2335414	CARDLOCK FUEL PURCHASES	\$119.91	20324100-58410	GARAGE LUBRICANTS & PARTS	\$119.91
					Vendor Total:	\$1,077.04
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	22-07 EAP	JUL 22 EAP INSURANCE/JUNE DEDUCTIONS	\$583.62	20700000-20520	P/R DEDUCT.- MEDICAL INS	\$583.62
					Vendor Total:	\$583.62
RESPECTECH	45385	PHONE SYSTEM SERVICE	\$112.50	10521210-55100	TELEPHONE	\$112.50
					Vendor Total:	\$112.50
RINO PACIFIC	CL37660	FUEL CARD CHARGES AS NEEDED	\$4,538.86	10521210-56210	FUEL & FLUIDS	\$4,025.98
				71021100-56210	FUEL & FLUIDS	\$512.88
					Vendor Total:	\$4,538.86
ROGINA WATER COMPANY	14355 MAY 22	WATER SERVICE - 1301 TALMAGE RD	\$28.55	10521210-55210	UTILITIES	\$28.55
					Vendor Total:	\$28.55
RYAN NELSON	TA 7/18-20/22	TRAVEL ADVANCE	\$138.00	10521210-57100	LEARNING AND DEVELOPMENT	\$138.00
					Vendor Total:	\$138.00
SHARON WEDEGAERTNER	DV063022	INSTRUCTOR	\$1,339.80	10022850-52100	CONTRACTUAL SERVICES	\$1,339.80
					Vendor Total:	\$1,339.80
SNAP-ON INDUSTRIAL	ARV/53365932	14.4V UV WORK LIGHT	\$69.73	20324100-54102	SMALL TOOLS	\$69.73
	ARV/53363041	RATCHETING HOSE CLAMP PLIERS	\$117.33	20324100-54102	SMALL TOOLS	\$117.33
	ARV/53295490	F/O STANDARD CREEPER BLK	\$197.12	20324100-54102	SMALL TOOLS	\$197.12
	ARV/53209503	F/O ADJ CREEPER BLK	\$204.23	20324100-54102	SMALL TOOLS	\$204.23
	ARV/53363042	JACK STAND	\$672.76	20324100-54102	SMALL TOOLS	\$672.76
					Vendor Total:	\$1,261.17

List of Checks Presented for Approval on 7/8/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SONSRAY MACHINERY LLC	PSO005838-1	HOSE HYDRAULIC, HOSE ASSY	\$440.83	82027114-56130	EXTERNAL SERVICES	\$220.42
				84027221-56130	EXTERNAL SERVICES	\$220.41
				Vendor Total:		\$440.83
STATE WATER RESOURCES CONTROL BOARD	SW-0234558	ANNUAL PERMIT 1 23I007118	\$1,738.00	77725200-52100	CONTRACTUAL SERVICES	\$1,738.00
				Vendor Total:		\$1,738.00
STERICYCLE INC	3006059426	"SHARPS" DISPOSAL AS NEEDED	\$23.17	10020210-54100	SUPPLIES	\$23.17
				Vendor Total:		\$23.17
STEVEN RATLEY	2202-03	ARCHITECTURAL SVC & PLANS FOR	\$14,543.01	80126100-80220	BUILDING IMPROVEMENTS	\$14,543.01
				Vendor Total:		\$14,543.01
STRYKER SALES CORPORATION	3762868M	EMS SUPPLIES	\$894.75	10521210-54107	EMS SUPPLIES	\$447.38
				71021100-54107	EMS SUPPLIES	\$447.37
				Vendor Total:		\$894.75
SYDNEY DEARBORN	S6737964	JUL 22 REIMBURSEMENT - MEDICAL INSURANCE	\$145.65	91500000-20561	ACCRUED SICK	\$145.65
				Vendor Total:		\$145.65
TAYLOR SCHMADEKE	12/1/21-5/31/22	VOLUNTEER REIMBURSEMENT	\$192.00	10521210-52181	VOLUNTEER EXPENSES	\$192.00
				Vendor Total:		\$192.00
TRITECH SOFTWARE SYSTEMS	349902	CAD WORKSTATION LICENSE (IN) A	\$46,141.54	10020210-54320	SOFTWARE	\$19,911.95
				20620231-54320	SOFTWARE	\$26,229.59
				Vendor Total:		\$46,141.54
TROY D MILANI	10303	INSTALL 134' OF TOP DRAFT SEAL	\$2,890.00	80126100-80220	BUILDING IMPROVEMENTS	\$2,890.00
				Vendor Total:		\$2,890.00
TUFTS POLYGRAPH & INVESTIGATION	2022-715(A)	POLYGRAPH & INVESTIGATION SERVICE	\$800.00	10020210-54161	BACKGROUND & PHYSICALS	\$800.00
	2022-694(B)	POLYGRAPH & INVESTIGATION SERVICE	\$450.00	71021100-54161	BACKGROUND & PHYSICALS	\$450.00
				Vendor Total:		\$1,250.00
UKIAH VALLEY SANITATION DIST	63431	CDBG SUBSISTENCE - CELESTINO CRUZ FUENTES	\$126.07	61123410-59501	GRANTS ISSUED	\$126.07
				Vendor Total:		\$126.07
UNITED SITE SERVICES	114-13187536	PORTABLE TOILET RENTAL	\$669.58	90000000-23226	CONCERT SERIES	\$669.58

List of Checks Presented for Approval on 7/8/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UNITED SITE SERVICES	114-13180532	PORTABLE TOILET RENTAL	\$181.49	10022832-54100	SUPPLIES	\$181.49
				Vendor Total: -----		
VERIZON WIRELESS	9909228782	DATA & EMERGENCY LOANER PHONES	\$2,756.98	80126100-80100	MACHINERY & EQUIPMENT	\$152.04
				10020210-55100	TELEPHONE	\$76.02
				10022100-55100	TELEPHONE	\$198.05
				10022300-55100	TELEPHONE	\$38.01
				10022810-55100	TELEPHONE	\$37.99
				10022840-55100	TELEPHONE	\$38.01
				10023100-55100	TELEPHONE	\$38.01
				10024210-55100	TELEPHONE	\$69.69
				10024620-55100	TELEPHONE	\$53.97
				20012100-55100	TELEPHONE	\$38.01
				20913900-55100	TELEPHONE	\$474.91
				70024500-55100	TELEPHONE	\$28.51
				77725200-55100	TELEPHONE	\$118.03
				80026210-55100	TELEPHONE	\$38.01
				80026400-55100	TELEPHONE	\$352.12
				82027110-55100	TELEPHONE	\$110.86
				82027111-55100	TELEPHONE	\$76.02
				82027114-55100	TELEPHONE	\$300.16
				84027221-55100	TELEPHONE	\$466.31
				84027225-55100	TELEPHONE	\$52.25
				Vendor Total: -----		
WALMART COMMUNITY	02986	DAYCAMP SUPPLIES	\$13.00	10022840-54100	SUPPLIES	\$13.00
	04343	DAYCAMP SUPPLIES	\$25.95	10022840-54100	SUPPLIES	\$25.95
	06078	DAYCAMP SUPPLIES	\$117.79	10022840-54100	SUPPLIES	\$117.79
	05368	DAYCAMP SUPPLIES	\$266.02	10022840-54100	SUPPLIES	\$266.02
	09193	DAYCAMP SUPPLIES	\$272.95	10022840-54100	SUPPLIES	\$272.95
	02570	DAYCAMP SUPPLIES	\$293.77	10022840-54100	SUPPLIES	\$293.77

List of Checks Presented for Approval on 7/8/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WALMART COMMUNITY	01902	DAYCAMP SUPPLIES	\$317.32	10022840-54100	SUPPLIES	\$317.32
	04794	DAYCAMP SUPPLIES	\$386.76	10022840-54100	SUPPLIES	\$386.76
	05496	DAYCAMP SUPPLIES	\$436.48	10022840-54100	SUPPLIES	\$436.48
	08240	WWTP SUPPLIES	\$22.28	84027225-54100	SUPPLIES	\$22.28
Vendor Total:						\$2,152.32
WAYLON HOCKEMIER	TA 7/18-21/22	TRAVEL ADVANCE	\$240.00	10023320-57100	LEARNING AND DEVELOPMENT	\$240.00
	12/1/21-5/31/22	VOLUNTEER REIMBURSEMENT	\$464.00	10521210-52181	VOLUNTEER EXPENSES	\$464.00
Vendor Total:						\$704.00
WESCO GRAPHICS INC	49838	RECREATION GUIDE PRODUCTION, 3	\$6,167.15	10022850-54100	SUPPLIES	\$6,167.15
	Vendor Total:					
INVOICE TOTAL:						\$576,240.72

List of Checks Presented for Approval on 7/15/2022

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

Sgt. Sargison

D. R. J.

CR

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ACME RIGGING COMPANY INC	325681	ENDLESS PURPLE SLING	\$129.53	10024620-54120	PW - SPECIAL SUPPLIES	\$129.53
					Vendor Total:	\$129.53
AL SMATSKY	131	DESIGN, ENGINEERING & CONSULTA	\$13,509.17	80026400-52100	CONTRACTUAL SERVICES	\$2,416.67
				80126100-80230	INFRASTRUCTURE	\$1,100.00
				80126100-80230	INFRASTRUCTURE	\$9,992.50
					Vendor Total:	\$13,509.17
ALHAMBRA NATIONAL WATER	5109554 070622	DRINKING WATER SERVICES	\$177.13	84027225-54100	SUPPLIES	\$177.13
					Vendor Total:	\$177.13
ALL STAR FIRE EQUIPMENT, INC	240618	SCOTT SAR424060431001 SKA-PAK	\$4,957.94	10521210-54102	SMALL TOOLS	\$361.94
				10521210-54102	SMALL TOOLS	\$4,596.00
					Vendor Total:	\$4,957.94
ALPINE AWARDS IMPRINTED SPORTSWEAR, INC	5551437	#18500 GILDAN 50/50 COTTON/POL	\$3,814.80	10022840-54100	SUPPLIES	\$779.77
				10022840-54100	SUPPLIES	\$3,035.03
					Vendor Total:	\$3,814.80
AMAZON CAPITAL SERVICES, INC	1NQC-WFQ9-JYGC	RETURN - 3 RING BINDER	(\$38.72)	20023520-54330	COMPUTER AND TECHNOLOGY	(\$38.72)
	1VNF-T6QW-NDPK	SCOTCH TAPE, PAPER CLIPS, 3 RING BINDER	\$72.45	20023520-54330	COMPUTER AND TECHNOLOGY	\$72.45
	1DT9-RT9P-7YFK	BOAT COVER	\$75.96	83027330-56120	EQUIPMENT MAINTENANCE & REPAIR	\$75.96
	1G7L-GLRG-JQW6	ELECTRIC TROLLING MOTOR	\$271.10	83027330-56120	EQUIPMENT MAINTENANCE & REPAIR	\$271.10
	1HMC-M463-NF7M	TARPS	\$550.52	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$550.52
	1W1k-1QG4-1DG3	USB FLASH DRIVES	\$78.36	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$78.36
	1VFF-X6K4-3X4W	DRY ERASE BOARD	\$76.19	20012200-54100	SUPPLIES	\$76.19
	14M9-FHNQ-7PTT	TONER	\$86.87	20016100-54100	SUPPLIES	\$86.87

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES, INC	1GPN-THV1-4R4T	WIRELESS CLAMP METER	\$435.33	20324100-54100	SUPPLIES	\$435.33
	1K7M-HQWN-DJVW	HARRIS ROACH TABLETS	\$542.00	84027221-54100	SUPPLIES	\$542.00
	1R77-X7CG-FG7J	RAIN GEAR, FACE SHIELDS, WASP SPRAY	\$343.52	84027225-54100	SUPPLIES	\$343.52
	Vendor Total:					\$2,493.58
ANDERSON VALLEY FIRE DEPARTMENT	DV070122	REGISTRATION - FIRE DEPT, EMT	\$2,100.00	10521210-57100	LEARNING AND DEVELOPMENT	\$1,500.00
				71021100-57100	LEARNING AND DEVELOPMENT	\$600.00
	Vendor Total:					\$2,100.00
ANIXTER	5326415-00	(HW-LW-1) HARDWARE, WASHER, LO	\$542.20	80000000-12104	INVENTORY - PURCHASES	\$542.20
	5326415-01	(HW-LW-1) HARDWARE, WASHER, LO	\$1,204.16	80000000-12104	INVENTORY - PURCHASES	\$1,204.16
	Vendor Total:					\$1,746.36
AP TRITON CONSULTING LLC	2022-248	CONSULTINGS SERVICES FOR PHEMS	\$5,000.00	71021100-52100	CONTRACTUAL SERVICES	\$2,500.00
				71021100-52100	CONTRACTUAL SERVICES	\$2,500.00
	Vendor Total:					\$5,000.00
AQUATIC BIO SCIENCE, LLC	13230	ABS-BLUIT SUPER BLUE CONCENTRA	\$2,643.49	83027330-58202	CHEMICALS	\$2,643.49
	13231	ABS-BLUIT SUPER BLUE CONCENTRA	\$2,643.49	83027330-58202	CHEMICALS	\$2,643.49
	Vendor Total:					\$5,286.98
AT&T	000018422646	FIBER INTERNET GATEWAY	\$1,432.48	20913900-55100	TELEPHONE	\$1,432.48
					Vendor Total:	
ATLAS COPCO USA HOLDINGS INC	1122065056	FD60 115 V 60 HZ REFRIGERANT D	\$439.24	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$439.24
					Vendor Total:	
AXON ENTERPRISE INC	SI-1525804 1	BODY CAMERAS & DATA STORAGE	(\$3,028.97)	10020210-54320	SOFTWARE	(\$3,028.97)
	SI-1525804 2	CORRECT INV PUT ON CONTRACT	\$3,028.97	10020210-54320	SOFTWARE	\$3,028.97
	INUS084118	BODY CAMERAS & DATA STORAGE	\$32,238.39	10020210-54320	SOFTWARE	\$32,238.39
	Vendor Total:					\$32,238.39
B & B INDUSTRIAL SUPPLY INC	263989	EXTERNAL SNAP RING	\$7.28	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$7.28
	263848	FLAT EXPANDED METAL	\$278.02	10521210-54102	SMALL TOOLS	\$278.02
	263862	INDUSTRIAL BENCH GRINDER, STAND	\$716.40	84027225-54102	SMALL TOOLS	\$716.40

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
B & B INDUSTRIAL SUPPLY INC	263859	METAL CUTTING, ALUMINUM	\$723.88	84027225-54102	SMALL TOOLS	\$723.88
	263896	SQUARE TUBING, BLACK PIPE, ULTRA DEX SET	\$917.96	84027225-54102	SMALL TOOLS	\$917.96
	263980	HOT FLAT BAR	\$19.79	82027114-54100	SUPPLIES	\$19.79
	263962	CRIMPED WIRE WHEEL	\$21.76	84027225-54100	SUPPLIES	\$21.76
Vendor Total:						\$2,685.09
BELKORP AG	819504	FUEL, OIL, AIR FILTERS	\$15.43	84027225-56130	EXTERNAL SERVICES	\$15.43
	Vendor Total:					\$15.43
BKF ENGINEERS	22060878	EAST PERKINS WIDENING PROJECT/	\$24,810.98	25224220-80230	INFRASTRUCTURE	\$24,810.98
	22050649	EAST PERKINS WIDENING PROJECT/	\$27,501.91	25224220-80230	INFRASTRUCTURE	\$27,501.91
	Vendor Total:					\$52,312.89
BRIDGESTONE AMERICAS INC	851-53923	FLAT REPAIR	\$26.91	10020210-56130	EXTERNAL SERVICES	\$26.91
	851-53883	LT TRK SERV M&D BALANCE PKG	\$33.34	10020210-56130	EXTERNAL SERVICES	\$33.34
	851-53914	TIRES, VALVE STEM, BALANCE	\$791.68	10020210-56130	EXTERNAL SERVICES	\$791.68
	851-54003	FLAT REPAIR	\$43.02	10022100-56130	EXTERNAL SERVICES	\$43.02
	851-53933	REPLACE 4 TIRES ON ENGINE #686	\$1,846.24	10521210-56130	EXTERNAL SERVICES	\$1,846.24
Vendor Total:						\$2,741.19
CALIFORNIA EMERGENCY SERVICES ASSOCIATION	300002056	MEMBERSHIP - T BOYL	\$75.00	20012800-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$75.00
Vendor Total:						\$75.00
CANTEEN SERVICE	5975016263	WATER FILTRATION SERVICE POLIC	\$45.00	10020210-54100	SUPPLIES	\$22.50
				20620231-54100	SUPPLIES	\$22.50
Vendor Total:						\$45.00
CINDY SAUERS	DV071122	REIMBURSEMENT - FUEL	\$36.40	80026400-56210	FUEL & FLUIDS	\$36.40
Vendor Total:						\$36.40
CINTAS CORPORATION	4121171686	RUG/MAT & UNIFORM SERVICES	\$92.56	20822500-56300	BUILDING MAINT. & REPAIR	\$92.56
	4122591549	RUG/MAT & UNIFORM SERVICES	\$92.56	20822500-56300	BUILDING MAINT. & REPAIR	\$92.56
	4123510679	RUG/MAT & UNIFORM SERVICES	\$92.56	20822500-56300	BUILDING MAINT. & REPAIR	\$92.56
	5114016933	RUG/MAT & UNIFORM SERVICES	\$31.40	20324100-52100	CONTRACTUAL SERVICES	\$31.40
	4121171669	RUG/MAT & UNIFORM SERVICES	\$79.73	20324100-52100	CONTRACTUAL SERVICES	\$27.83
				20824300-52100	CONTRACTUAL SERVICES	\$51.90

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CINTAS CORPORATION	4122591518	RUG/MAT & UNIFORM SERVICES	\$79.73	20324100-52100	CONTRACTUAL SERVICES	\$27.83
				20824300-52100	CONTRACTUAL SERVICES	\$51.90
	4123510734	RUG/MAT & UNIFORM SERVICES	\$79.73	20324100-52100	CONTRACTUAL SERVICES	\$27.83
				20824300-52100	CONTRACTUAL SERVICES	\$51.90
	5110502159	RUG/MAT & UNIFORM SERVICES	\$116.04	20324100-52100	CONTRACTUAL SERVICES	\$116.04
	4121922813	RUG/MAT & UNIFORM SERVICES	\$252.51	20324100-52100	CONTRACTUAL SERVICES	\$252.51
	4121171629	RUG/MAT & UNIFORM SERVICES	\$35.00	31122000-52100	CONTRACTUAL SERVICES	\$35.00
	4122591459	RUG/MAT & UNIFORM SERVICES	\$35.00	31122000-52100	CONTRACTUAL SERVICES	\$35.00
	4123510637	RUG/MAT & UNIFORM SERVICES	\$35.00	31122000-52100	CONTRACTUAL SERVICES	\$35.00
	4121171707	RUG/MAT & UNIFORM SERVICES	\$35.00	73022600-52100	CONTRACTUAL SERVICES	\$35.00
	4122591584	RUG/MAT & UNIFORM SERVICES	\$35.00	73022600-52100	CONTRACTUAL SERVICES	\$35.00
	4123510629	RUG/MAT & UNIFORM SERVICES	\$35.00	73022600-52100	CONTRACTUAL SERVICES	\$35.00
	5110502199	RUG/MAT & UNIFORM SERVICES	\$144.19	10024620-54120	PW - SPECIAL SUPPLIES	\$73.40
				84027221-54100	SUPPLIES	\$70.79
	5114016958	RUG/MAT & UNIFORM SERVICES	\$44.25	77725200-54100	SUPPLIES	\$44.25
	4121331262	RUG/MAT & UNIFORM SERVICES	\$45.20	77725200-54100	SUPPLIES	\$45.20
	4123406308	RUG/MAT & UNIFORM SERVICES	\$46.89	77725200-54100	SUPPLIES	\$46.89
	4122058282	RUG/MAT & UNIFORM SERVICES	\$48.52	77725200-54100	SUPPLIES	\$48.52
	5110502176	RUG/MAT & UNIFORM SERVICES	\$78.86	77725200-54100	SUPPLIES	\$78.86
	4122731815	RUG/MAT & UNIFORM SERVICES	\$356.84	77725200-54100	SUPPLIES	\$356.84
	5113813675	RUG/MAT & UNIFORM SERVICES	\$24.71	80026110-54100	SUPPLIES	\$24.71
	5110502144	RUG/MAT & UNIFORM SERVICES	\$114.37	80026110-54100	SUPPLIES	\$114.37
	5113813628	RUG/MAT & UNIFORM SERVICES	\$59.97	84027221-54100	SUPPLIES	\$59.97
	Vendor Total:					\$2,090.62
COASTLAND CIVIL ENGINEERING INC	54094	2022 MAIN STREET UTILITY DESIG	\$10,743.44	25224220-80230	INFRASTRUCTURE	\$10,743.44
	Vendor Total:					\$10,743.44
CONCUR TECHNOLOGIES INC	101500183688	SAP CONCUR TRAVEL AND EXPENSE	\$493.60	20413500-54320	SOFTWARE	\$493.60
	Vendor Total:					\$493.60
CUMMINS INC	Y7-3549	REFUND - SENSOR ISSUES WARRANTY	(\$1,254.51)	10521210-56130	EXTERNAL SERVICES	(\$1,254.51)

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CUMMINS INC	Y7-4057	WATER PUMP KIT, SCREW HEX, THERMOSTAT	\$246.62	10521210-56130	EXTERNAL SERVICES	\$246.62
	Y7-3212	SENSOR ISSUES	\$1,254.51	10521210-56130	EXTERNAL SERVICES	\$1,254.51
	Y7-4217	UPDATE ECM	\$77.40	80026110-56130	EXTERNAL SERVICES	\$77.40
	Y7-4218	UPDATE ECM	\$77.40	80026110-56130	EXTERNAL SERVICES	\$77.40
	Y7-4223	UPDATE ECM	\$77.40	80026110-56130	EXTERNAL SERVICES	\$77.40
	Y7-4219	UPDATE ECM	\$77.40	80026110-56130	EXTERNAL SERVICES	\$77.40
	Y7-4221	UPDATE ECM	\$77.40	84027221-56130	EXTERNAL SERVICES	\$77.40
	Y7-4222	UPDATE ECM	\$77.40	84027221-56130	EXTERNAL SERVICES	\$77.40
Vendor Total:						\$711.02
CUSTOM TRUCK ONE SOURCE LP	30001678-0001	RENTAL OF 4000 LB, 4 DRUM PULL	\$15,654.06	80126100-80230	INFRASTRUCTURE	\$15,654.06
					Vendor Total:	\$15,654.06
CYME INTERNATIONAL T & D INC	946177757	CYME SOFTWARE MAINTENANCE RENE	\$2,036.93	80026400-54320	SOFTWARE	\$2,036.93
					Vendor Total:	\$2,036.93
DARLENE R SIMPSON	10670	DUST OFF ROAD AT EL DORADO LIF	\$1,525.00	84027221-52100	CONTRACTUAL SERVICES	\$1,525.00
					Vendor Total:	\$1,525.00
DAVID RAPPORT	7408	LEGAL SERVICES FOR FY 21/22	\$24,738.00	10514000-52150	LEGAL SERVICES/ EXPENSES	\$2,265.37
				20014000-52150	LEGAL SERVICES/ EXPENSES	\$74.68
				20014000-52150	LEGAL SERVICES/ EXPENSES	\$20,904.30
				20414000-52150	LEGAL SERVICES/ EXPENSES	\$445.83
				80014000-52150	LEGAL SERVICES/ EXPENSES	\$538.62
				84014000-52150	LEGAL SERVICES/ EXPENSES	\$509.20
				Vendor Total:		\$24,738.00
DEEP VALLEY SECURITY	393358	LTE M COMMUNICATOR - VERIZON	\$299.95	10022100-52180	SECURITY SERVICES	\$299.95
					Vendor Total:	\$299.95
DELL MARKETING LP	10582404390	DELL OPTIPLEX 7090 MICRO-BUILD	\$1,114.98	80026400-54330	COMPUTER AND TECHNOLOGY	\$1,114.98
					Vendor Total:	\$1,114.98

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DEPT OF FORESTRY & FIRE PROTECTION	0000001449425	DISPATCHING SERVICES - FY 21/22 QTR 3	\$38,182.56	10521210-52100	CONTRACTUAL SERVICES	\$38,182.56
	0000001429603	DISPATCHING SERVICES - FY 21/22 QTR 2	\$41,551.98	10521210-52100	CONTRACTUAL SERVICES	\$41,551.98
	0000001431554	DISPATCHING SERVICES - FY 21/22 QTR 4	\$41,551.98	10521210-52100	CONTRACTUAL SERVICES	\$41,551.98
	0000001417062	DISPATCHING SERVICES - FY 21/22 QTR 1	\$56,670.02	10521210-52100	CONTRACTUAL SERVICES	\$56,670.02
	Vendor Total:					\$177,956.54
ELK GROVE AUTO GROUP	22403	2021 DODGE DURANGO PURSUIT AWD	\$60,478.68	10020210-80100	MACHINERY & EQUIPMENT	\$60,478.68
	Vendor Total:					\$60,478.68
FAMILY TREE RESOURCE INC	2022250	TREE TRIMMING PER CONTRACT 192	\$8,604.00	80026110-52100	CONTRACTUAL SERVICES	\$8,604.00
	0222249	TREE TRIMMING PER CONTRACT 192	\$17,208.00	80026110-52100	CONTRACTUAL SERVICES	\$17,208.00
	2022248	TREE TRIMMING PER CONTRACT 192	\$17,208.00	80026110-52100	CONTRACTUAL SERVICES	\$17,208.00
	Vendor Total:					\$43,020.00
FEDERAL EXPRESS	2-056-97116	SHIPPING SERVICES	\$60.40	20012500-54101	POSTAGE	\$60.40
	Vendor Total:					\$60.40
FIRST RESPONDER SUPPORT NETWORK	062822	REGISTRATION - M BRAZILL	\$375.00	10020210-57100	LEARNING AND DEVELOPMENT	\$375.00
	Vendor Total:					\$375.00
FLOYD WILLIAMS	062822	FIRST AID TRAINING	\$450.00	10020210-57100	LEARNING AND DEVELOPMENT	\$450.00
	Vendor Total:					\$450.00
FRIEDMANS HOME IMPROVEMENT	INV15170053	MISC. ITEMS AS NEEDED	\$10.65	20822500-56300	BUILDING MAINT. & REPAIR	\$10.65
	INV15092957	MISC. ITEMS AS NEEDED	\$103.46	20822500-56300	BUILDING MAINT. & REPAIR	\$103.46
	INV15118638	MISC. ITEMS AS NEEDED	\$104.72	20822500-56300	BUILDING MAINT. & REPAIR	\$104.72
	INV15135313	MISC. ITEMS AS NEEDED	\$144.48	20822500-56300	BUILDING MAINT. & REPAIR	\$144.48
	INV15195043	MISC. ITEMS AS NEEDED	\$165.62	20822500-56300	BUILDING MAINT. & REPAIR	\$165.62
	INV15062068	MISC. ITEMS AS NEEDED	\$224.06	20822500-56300	BUILDING MAINT. & REPAIR	\$224.06
	INV15209913	MISC. ITEMS AS NEEDED	\$77.12	77725200-56300	BUILDING MAINT. & REPAIR	\$77.12
	INV15082206	MISC. ITEMS AS NEEDED	\$163.92	77725200-56300	BUILDING MAINT. & REPAIR	\$163.92
	INV15128519	MISC. ITEMS AS NEEDED	\$176.13	77725200-56300	BUILDING MAINT. & REPAIR	\$176.13
	INV15128391	MISC. ITEMS AS NEEDED	\$226.37	77725200-56300	BUILDING MAINT. & REPAIR	\$226.37

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	INV15161372	MISC. ITEMS AS NEEDED	\$28.97	82027111-56300	BUILDING MAINT. & REPAIR	\$28.97
	INV15165240	MISC. ITEMS AS NEEDED	\$213.93	82027111-56300	BUILDING MAINT. & REPAIR	\$213.93
	INV15159652	MISC. ITEMS AS NEEDED	\$276.18	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$276.18
	INV15088015	MISC. ITEMS AS NEEDED	\$28.12	10022100-56130	EXTERNAL SERVICES	\$28.12
	INV15087245	MISC. ITEMS AS NEEDED	\$7.19	10022100-59400	OTHER EXPENSES	\$7.19
	INV15138714	MISC. ITEMS AS NEEDED	\$103.42	10022100-59400	OTHER EXPENSES	\$103.42
	INV15166731	MISC. ITEMS AS NEEDED	\$68.82	10024620-54120	PW - SPECIAL SUPPLIES	\$68.82
	INV15063780	MISC. ITEMS AS NEEDED	\$73.53	10024620-54120	PW - SPECIAL SUPPLIES	\$73.53
	INV15053305	MISC. ITEMS AS NEEDED	\$59.39	10020210-54100	SUPPLIES	\$59.39
	INV15129641	MISC. ITEMS AS NEEDED	\$14.63	10022100-54100	SUPPLIES	\$14.63
	INV15139250	MISC. ITEMS AS NEEDED	\$16.04	10022100-54100	SUPPLIES	\$16.04
	INV15153587	MISC. ITEMS AS NEEDED	\$19.82	10022100-54100	SUPPLIES	\$19.82
	INV15129408	MISC. ITEMS AS NEEDED	\$20.21	10022100-54100	SUPPLIES	\$20.21
	INV15205734	MISC. ITEMS AS NEEDED	\$70.63	10022100-54100	SUPPLIES	\$70.63
	INV15086880	MISC. ITEMS AS NEEDED	\$152.21	10022840-54100	SUPPLIES	\$152.21
	INV15134995	MISC. ITEMS AS NEEDED	\$212.41	10022840-54100	SUPPLIES	\$212.41
	INV15081136	MISC. ITEMS AS NEEDED	\$217.64	10022840-54100	SUPPLIES	\$217.64
	INV15165310	MISC. ITEMS AS NEEDED	\$100.17	10023100-54100	SUPPLIES	\$100.17
	INV15115607	MISC. ITEMS AS NEEDED	\$20.15	10024620-54100	SUPPLIES	\$20.15
	INV15191881	MISC. ITEMS AS NEEDED	\$43.54	20513300-54100	SUPPLIES	\$43.54
	INV15119422	MISC. ITEMS AS NEEDED	\$26.13	20822500-54100	SUPPLIES	\$26.13
	INV15053088	MISC. ITEMS AS NEEDED	\$311.88	20824300-54100	SUPPLIES	\$311.88
	INV15061481	MISC. ITEMS AS NEEDED	\$81.43	77725200-54100	SUPPLIES	\$81.43
	INV15170973	MISC. ITEMS AS NEEDED	\$11.30	80026110-54100	SUPPLIES	\$11.30
	INV15062450	MISC. ITEMS AS NEEDED	\$26.07	80026110-54100	SUPPLIES	\$26.07
	INV15209796	MISC. ITEMS AS NEEDED	\$7.10	80026120-54100	SUPPLIES	\$7.10
	INV15209730	MISC. ITEMS AS NEEDED	\$27.81	80026120-54100	SUPPLIES	\$27.81
	INV15122133	MISC. ITEMS AS NEEDED	\$7.61	80026220-54100	SUPPLIES	\$7.61

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	INV15066935	MISC. ITEMS AS NEEDED	\$52.25	82027111-54100	SUPPLIES	\$52.25
	INV15149414	MISC. ITEMS AS NEEDED	\$316.28	82027111-54100	SUPPLIES	\$316.28
	INV15120844	MISC. ITEMS AS NEEDED	\$66.25	82027114-54100	SUPPLIES	\$66.25
	INV15171229	MISC. ITEMS AS NEEDED	\$101.18	82027114-54100	SUPPLIES	\$101.18
	INV15128819	MISC. ITEMS AS NEEDED	\$77.19	84027225-54100	SUPPLIES	\$77.19
	INV15153122	MISC. ITEMS AS NEEDED	\$352.45	84027225-54100	SUPPLIES	\$352.45
Vendor Total:						\$4,608.46
GENERAL PACIFIC INC	1440551	(CL-200) CLEVIS, SWINGING 5/8"	\$1,616.79	80000000-12104	INVENTORY - PURCHASES	\$1,616.79
	Vendor Total:					
GEORGINA FETH-MICHEL	DV071222	REIMBURSEMENT - LODGING	\$576.44	20013400-57100	LEARNING AND DEVELOPMENT	\$247.53
				20013400-57100	LEARNING AND DEVELOPMENT	\$328.91
				Vendor Total:		\$576.44
GLOCK PROFESSIONAL INC	TRP/100168469	REGISTRATION - C RIGBY	\$250.00	10020210-57100	LEARNING AND DEVELOPMENT	\$250.00
					Vendor Total:	
GOVERNMENT JOBS.COM INC	INV-21689	ONLINE RECRUITING MODULE	\$18,004.00	20016100-54320	SOFTWARE	\$18,004.00
					Vendor Total:	
GRACIE GLOBAL LLC	GST-00133	REGISTRATION - R DONOHUE, J MILLER	\$2,400.00	10020210-57100	LEARNING AND DEVELOPMENT	\$2,400.00
					Vendor Total:	
HANSEL FORD	1249873	SEAL ASSEMBLY, V-BELT, SPARK PLUGS	\$117.86	10020210-56130	EXTERNAL SERVICES	\$117.86
	1249704	PUMP ASSEMBLY, GASKETS, ANTI-FREEZE	\$291.33	10020210-56130	EXTERNAL SERVICES	\$291.33
	1249708	RADIATOR, HOUSING, BRACKET, TUBE OIL	\$562.51	10020210-56130	EXTERNAL SERVICES	\$562.51
	CM1246521	RETURN - CORE RETURN	(\$16.39)	80026110-56130	EXTERNAL SERVICES	(\$16.39)
	Vendor Total:		\$955.31			
INFOSEND INC	213883	UB PRINT & MAIL SERVICES	\$4,547.93	20513300-52100	CONTRACTUAL SERVICES	\$4,547.93
					Vendor Total:	
INSTITUTE FOR INTERGOVERNMENTAL RESEARCH INC	GOT-2207	REGISTRATION - B CHAPMAN	\$495.00	10020210-57100	LEARNING AND DEVELOPMENT	\$495.00
					Vendor Total:	

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
INTERCOUNTY MECHANICAL & ELECTRICAL INC	8547	OFFICE AC INOPERATIVE - WWTP	\$480.00	84027225-56300	BUILDING MAINT. & REPAIR	\$480.00
					Vendor Total:	\$480.00
INTERSTATE BATTERIES	380050816	BATTERIES	\$585.56	20012500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$585.56
	380050582	BATTERIES	\$136.72	10020210-56130	EXTERNAL SERVICES	\$136.72
	380050817	BATTERIES	\$158.19	10024620-56130	EXTERNAL SERVICES	\$158.19
	380050496	BATTERIES	\$24.39	20824300-54100	SUPPLIES	\$24.39
					Vendor Total:	\$904.86
JEFF WALKER	SO-GT-002547	REIMBURSEMENT - METER SERVICE TRAINING	\$585.90	20513300-57100	LEARNING AND DEVELOPMENT	\$292.95
				20513380-57100	LEARNING AND DEVELOPMENT	\$292.95
					Vendor Total:	\$585.90
JIM EDDIE	BA FY 21/22	BOOT ALLOWANCE	\$150.00	82027114-54100	SUPPLIES	\$75.00
				84027221-54100	SUPPLIES	\$75.00
					Vendor Total:	\$150.00
JOSIE CASTANON - PETTY CASH	PC063022	REPLENISH PETTY CASH	\$222.22	10020210-57100	LEARNING AND DEVELOPMENT	\$0.57
				10020210-57100	LEARNING AND DEVELOPMENT	\$0.63
				10020210-57100	LEARNING AND DEVELOPMENT	\$0.84
				10020210-57100	LEARNING AND DEVELOPMENT	\$1.31
				10020210-57100	LEARNING AND DEVELOPMENT	\$3.00
				10020210-57100	LEARNING AND DEVELOPMENT	\$3.00
				10020210-57100	LEARNING AND DEVELOPMENT	\$3.00
				10020210-57100	LEARNING AND DEVELOPMENT	\$15.00
				10020210-54100	SUPPLIES	\$13.05
				10020210-54100	SUPPLIES	\$14.10
				10020210-54100	SUPPLIES	\$15.00
				10020210-54100	SUPPLIES	\$15.32

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JOSIE CASTANON - PETTY CASH	PC063022	REPLENISH PETTY CASH	\$222.22	10020210-54100	SUPPLIES	\$29.50
				10020210-54100	SUPPLIES	\$34.00
				10020210-54100	SUPPLIES	\$35.90
				10020210-54100	SUPPLIES	\$38.00
				Vendor Total:		\$222.22
KEITH GAUDETTE	DV071722	SOUND SERVICES FOR SUNDAY'S IN	\$2,560.00	90000000-23226	CONCERT SERIES	\$2,560.00
				Vendor Total:		\$2,560.00
KEN FOWLER MOTORS INC	35920	MODULE KITS	\$242.36	10521210-56130	EXTERNAL SERVICES	\$242.36
	35716	MODULE	\$130.89	80026110-56130	EXTERNAL SERVICES	\$130.89
	35943	ELEMENT, FILTER, OIL FILTER	\$74.66	82027114-56130	EXTERNAL SERVICES	\$74.66
	Vendor Total:		\$447.91			
KIMBERLY D TURNER	1158	REGISTRATION - T MCPHERSON	\$125.00	20620231-57100	LEARNING AND DEVELOPMENT	\$125.00
				Vendor Total:		\$125.00
LEGAL SHIELD	38295 JUL 22	JUL 22 PRE-PAID LEGAL SERVICE	\$25.90	20700000-20526	PREPAID LEGAL - AFLAC	\$25.90
				Vendor Total:		\$25.90
LEXISNEXIS RISK DATA MANAGEMENT INC	1410964-20220630	LEXIS NEXIS LE PLUS SEARCHING	\$75.00	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$75.00
				Vendor Total:		\$75.00
LIFE ASSIST INC	1223267	MISC. EMS SUPPLIES AS NEEDED	\$809.25	10521210-54107	EMS SUPPLIES	\$809.25
	1223003	MISC. EMS SUPPLIES AS NEEDED	\$458.86	71021100-54107	EMS SUPPLIES	\$458.86
	Vendor Total:		\$1,268.11			
LIFELINE TRAINING LTD	2249197	REGISTRATION - PD	\$834.01	10020210-57100	LEARNING AND DEVELOPMENT	\$834.01
				Vendor Total:		\$834.01
LINCOLN AQUATICS	NX315846	GRANULAR CONDITIONER	\$324.27	10022300-54106	SPECIALTY SUPPLIES	\$324.27
	NX319305	PULSAR PLUS BRIQUETTES	\$1,057.18	10022300-54106	SPECIALTY SUPPLIES	\$1,057.18
	Vendor Total:		\$1,381.45			
LYMAN GROUP INC	1791675	BAG BURLAP, COPPER SULFATE CRYSTALS	\$997.74	82027111-58202	CHEMICALS	\$997.74
	1792608	COPPER SOLFUR CRYSTALS	\$776.43	83027330-58202	CHEMICALS	\$776.43
	Vendor Total:		\$1,774.17			

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MARC CARSON	5 JULY 2022	YEARLY WEBSITE CARE & HOSTING	\$1,100.00	63020210-52100	CONTRACTUAL SERVICES	\$1,100.00
					Vendor Total:	\$1,100.00
MARCO POLO SANTIAGO	DV071722	SUNDAY'S IN THE PARK-"LA MISA	\$3,500.00	90000000-23226	CONCERT SERIES	\$3,500.00
					Vendor Total:	\$3,500.00
MATHESON TRI-GAS INC	0025641849	OXYGEN & MISC. AS NEEDED	(\$3.15)	80026210-54100	SUPPLIES	(\$3.15)
	0025907619	OXYGEN & MISC. AS NEEDED	\$105.35	80026210-54100	SUPPLIES	\$105.35
	0025731980	OXYGEN & MISC. AS NEEDED	\$108.65	80026210-54100	SUPPLIES	\$108.65
					Vendor Total:	\$210.85
MELINDA WALLS	FY 22/23	RIGHT OF WAY AGREEMENT - AIRPO	\$4,493.64	77725200-52100	CONTRACTUAL SERVICES	\$4,493.64
					Vendor Total:	\$4,493.64
MENDO MILL & LUMBER CO	215353/1	WADE POOL	\$14.14	10024620-54120	PW - SPECIAL SUPPLIES	\$14.14
	215164/1	GENERAC GP SERIES 3300i GASOLI	\$1,992.38	10521210-54102	SMALL TOOLS	\$1,992.38
	063022	CREDIT FROM TAX DIFFERENCE FROM FIRE HOUSE CHARGES	(\$9.40)	10521210-54100	SUPPLIES	(\$9.40)
	215175/1	RAIN BOOTS	\$130.64	84027225-54100	SUPPLIES	\$130.64
					Vendor Total:	\$2,127.76
MENDOCINO COUNTY COOPERATIVE AERIAL FIRE PATROL	DV070122	FIRE PREVENTION ANNUAL CONTRIBUTION	\$500.00	10521210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$500.00
					Vendor Total:	\$500.00
MILSOFT UTILITY SOLUTIONS INC	20223540	ADDITIONAL CIS TRAINING - ONSI	\$7,500.00	20513300-54320	SOFTWARE	\$7,500.00
					Vendor Total:	\$7,500.00
MOTOROLA SOLUTIONS INC	8281384387	MOTOROLA APX4000 HAND HELD RAD	\$148.57	20012800-54330	COMPUTER AND TECHNOLOGY	\$148.57
	8281385627	MOTOROLA APX4000 HAND HELD RAD	\$3,204.26	20012800-54330	COMPUTER AND TECHNOLOGY	\$3,204.26
					Vendor Total:	\$3,352.83
NCPA	006102-0722029	JUL 22 NCPA	\$1,747,733.00	80026440-58104	NCPA MANAGEMENT SERVICES	\$40,025.00
				80026440-58101	NCPA PLANT GENERATION	\$505,357.00
				80026440-58102	NCPA POWER PURCHASES	\$801,121.00
				80026440-58105	NCPA THIRD PARTY SALES	(\$6,953.00)

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
NCPA	006102-0722029	JUL 22 NCPA	\$1,747,733.00	80026440-58103	NCPA TRANSMISSION	\$408,183.00
Vendor Total:						\$1,747,733.00
NORTHERN AGGREGATES INC	71633	MISC. ROCK & ROAD PATCH MATERI	\$684.09	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$684.09
Vendor Total:						\$684.09
O'CONNOR THOMPSON MCDONOUGH KLOTSCH LLP	113	LEGAL SERVICES - MUSEUM ROOF P	\$934.91	20822500-80220	BUILDING IMPROVEMENTS	\$934.91
	263	LEGAL SERVICES - MUSEUM ROOF P	\$4,474.50	20822500-80220	BUILDING IMPROVEMENTS	\$4,474.50
Vendor Total:						\$5,409.41
OFFICE DEPOT INC	249216856001	TAGS	\$36.22	10020210-54100	SUPPLIES	\$36.22
	248210991001	TISSUE	\$62.42	10020210-54100	SUPPLIES	\$62.42
	249234032001	CANVIO READY EXTERNAL HARD DRIVE	\$76.20	10020210-54100	SUPPLIES	\$76.20
	251474893001	TELEPHONE SHOULDER REST	\$16.32	10023100-54100	SUPPLIES	\$16.32
	251447722001	LABELS	\$56.94	10023100-54100	SUPPLIES	\$56.94
	250513992001	CLIPBOARDS	\$27.85	80026400-54100	SUPPLIES	\$27.85
	248899594001	STAPLER, MARKERS, PENS	\$36.97	80026400-54100	SUPPLIES	\$36.97
Vendor Total:						\$312.92
OLIN CORPORATION	3000124221	LIQUID SODIUM HYPOCHLORITE FY2	\$6,006.37	84027225-58202	CHEMICALS	\$6,006.37
Vendor Total:						\$6,006.37
ONE TIME PAY VENDOR	DV070622	REC REFUND - ANNA LEGG	\$215.00	10022840-44915	RECREATION PROGRAM INCOME	\$215.00
	0025384	REC REFUND - SARAH HOUTZ	\$120.00	10022850-44915	RECREATION PROGRAM INCOME	\$120.00
	DV070722	REC REFUND - NISHARA DELON	\$60.00	10022300-44910	SWIMMING POOL	\$60.00
Vendor Total:						\$395.00
OREILLY AUTO PARTS	SC04072584	FINANCE FEE/LATE INVOICE	\$30.40	20513382-56130	EXTERNAL SERVICES	\$30.40
	2707-480292	14OZ BRAKE CLEANER	\$78.13	20324100-58410	GARAGE LUBRICANTS & PARTS	\$78.13
	2707-476558	GSK MATERIAL, 14OZ BRAKE CLEANER	\$125.75	20324100-54100	SUPPLIES	\$125.75
Vendor Total:						\$234.28

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OWEN EQUIPMENT SALES	00056791	REAPER BLADE	\$431.58	84027225-56130	EXTERNAL SERVICES	\$431.58
					Vendor Total:	\$431.58
PACE SUPPLY CORPORATION	027788364	MISC. ITEMS AS NEEDED	\$486.73	10521210-56300	BUILDING MAINT. & REPAIR	\$486.73
					Vendor Total:	\$486.73
PAPE MACHINERY	13694718	O-RINGS, WASHER, SNAP RING	\$102.99	82027114-56130	EXTERNAL SERVICES	\$102.99
					Vendor Total:	\$102.99
PAUL HENRY	062122	INTERNAL INVESTIGATION	\$4,458.00	10020210-51110	REGULAR SALARIES & WAGES	\$4,458.00
					Vendor Total:	\$4,458.00
PETERSON TRUCKS INC	CM10563U	RETURN - OIL FILTER	(\$31.66)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$31.66)
	10850U	OIL FILTER, WINDSHIELD WASH	\$54.63	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$54.63
	10458U	FILTER - ASM	\$9.52	10022100-56130	EXTERNAL SERVICES	\$9.52
	10646U	SENSOR TEMPURATURE	\$22.94	10521210-56130	EXTERNAL SERVICES	\$22.94
	10653U	THERMOSTAT	\$56.21	10521210-56130	EXTERNAL SERVICES	\$56.21
	314476S	PRESSURE SENSOR	\$68.52	10521210-56130	EXTERNAL SERVICES	\$68.52
	10663U	ES COMPL	\$117.66	10521210-56130	EXTERNAL SERVICES	\$117.66
	10652U	OIL, FUEL FILTER, FILTER SYSTEM BREATHER ELEMENT	\$287.13	10521210-56130	EXTERNAL SERVICES	\$287.13
	10915U	FUEL FILTER, FILTER SYSTEM BREATHER ELEMENT	\$514.88	10521210-56130	EXTERNAL SERVICES	\$257.44
				10521210-56130	EXTERNAL SERVICES	\$257.44
	10486UX2	FUEL FILTER	\$13.95	80026110-56130	EXTERNAL SERVICES	\$13.95
	10563UX1	FILTERS	\$28.83	80026110-56130	EXTERNAL SERVICES	\$28.83
	10623U	OIL FILTER	\$31.66	80026110-56130	EXTERNAL SERVICES	\$31.66
	10918U	OIL, FUEL FILTER, WATER SEPARATOR	\$251.62	80026110-56130	EXTERNAL SERVICES	\$251.62
	10858U	WATER, OIL, FUEL FILTERS	\$366.76	84027221-56130	EXTERNAL SERVICES	\$366.76
	258451R	SPARES KIT	\$287.27	20324100-58510	REIMBURSABLE JOBS	\$287.27
					Vendor Total:	\$2,079.92
PFM ASSET MANAGEMENT LLC	13248257	FINANCIAL ADVISORY SERVICES	\$2,873.78	20015100-52100	CONTRACTUAL SERVICES	\$2,873.78
					Vendor Total:	\$2,873.78

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PG&E CO	7075-1 JUN 22	PG&E	\$3.81	10022100-55210	UTILITIES	\$3.81
					Vendor Total:	\$3.81
PRINT PROJECT MANAGERS INC	039399	2 PART WHITE AND PINK REQUISIT	\$958.22	20413500-54100	SUPPLIES	\$958.22
					Vendor Total:	\$958.22
PROFORCE MARKETING INC	486030	BOLAWRAP 150 YELLOW WITH LSR P	\$2,485.29	10020210-54100	SUPPLIES	\$2,485.29
					Vendor Total:	\$2,485.29
RADIOMOBILE INC	18077	#PATR-3 PATRIOT MOBILE DATA CO	\$90,102.28	10521210-54330	COMPUTER AND TECHNOLOGY	\$54,658.96
				71021100-54330	COMPUTER AND TECHNOLOGY	\$13,760.61
				10521210-54320	SOFTWARE	\$18,317.46
				71021100-54320	SOFTWARE	\$3,365.25
					Vendor Total:	\$90,102.28
RAINBOW AGRICULTURAL SERVICES	54712/1	AIR FILTER	\$58.73	10024620-54120	PW - SPECIAL SUPPLIES	\$58.73
	55343/1	AIR FILTER, CHAIN LOOP, SPARK PLUGS	\$101.20	10024620-54120	PW - SPECIAL SUPPLIES	\$101.20
	54773/1	CHAINSAW, CHAN LOOPS, MAINTENANCE KIT	\$877.47	84027225-54102	SMALL TOOLS	\$877.47
	54891/1	BASE REPLACEMENT	\$32.64	10022100-54100	SUPPLIES	\$32.64
	54677/1	TRIMMER LINE	\$48.98	10022100-54100	SUPPLIES	\$48.98
	54716/1	SAFETY PANTS	\$65.30	10022100-54100	SUPPLIES	\$65.30
	432649/1	STARTER ASSEMBLY	\$65.31	10024620-54100	SUPPLIES	\$65.31
					Vendor Total:	\$1,249.63
RAY C STARKEY	1004681	HATS - WWTP	\$470.34	84027225-54100	SUPPLIES	\$470.34
					Vendor Total:	\$470.34
REDWOOD COAST FUELS	2335768	CARDLOCK FUEL PURCHASES	\$10,421.19	10022100-56210	FUEL & FLUIDS	\$1,175.47
				10023320-56210	FUEL & FLUIDS	\$100.02
				10024620-56210	FUEL & FLUIDS	\$2,400.68
				20324100-56210	FUEL & FLUIDS	\$478.69
				20513382-56210	FUEL & FLUIDS	\$118.88
				20822500-56210	FUEL & FLUIDS	\$78.71
				80026400-56210	FUEL & FLUIDS	\$2,861.98
				82027111-56210	FUEL & FLUIDS	\$688.97

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD COAST FUELS	2335768	CARDLOCK FUEL PURCHASES	\$10,421.19	82027114-56210	FUEL & FLUIDS	\$632.72
				82027114-56210	FUEL & FLUIDS	\$652.61
				84027221-56210	FUEL & FLUIDS	\$538.99
				84027221-56210	FUEL & FLUIDS	\$555.92
				84027225-56210	FUEL & FLUIDS	\$137.55
				Vendor Total:		\$10,421.19
REDWOOD FORD	338699	HOSE, KIT JET,	\$48.85	10020210-56130	EXTERNAL SERVICES	\$48.85
	338580	SWITCH ASSEMBLY	\$175.79	10020210-56130	EXTERNAL SERVICES	\$175.79
	338766	ELEMENT ASSEMBLY	\$20.87	10024620-56130	EXTERNAL SERVICES	\$20.87
	338616	BELT AND BUCKLE, SEAT BELT ASSEMBLY	\$60.19	10024620-56130	EXTERNAL SERVICES	\$60.19
	338741	CUP HOLDER	\$97.54	10024620-56130	EXTERNAL SERVICES	\$97.54
	338740	HOLDER CUP	\$97.54	10024620-56130	EXTERNAL SERVICES	\$97.54
	338601	ELEMENT ASSEMBLY, SEAT BELT ASSEMBLY	\$249.09	10024620-56130	EXTERNAL SERVICES	\$249.09
	338636	FILTERS	\$33.21	10521210-56130	EXTERNAL SERVICES	\$33.21
	338676	FILTER	\$55.66	80026110-56130	EXTERNAL SERVICES	\$55.66
	338723	ELEMENT ASSEMBLY, FILTER	\$105.28	80026110-56130	EXTERNAL SERVICES	\$105.28
	338547	HANDLE	\$25.63	82027111-56130	EXTERNAL SERVICES	\$25.63
	338732	ELEMENT ASSEMBLY	\$20.87	82027114-56130	EXTERNAL SERVICES	\$20.87
Vendor Total:		\$990.52				
REDWOOD TREE SERVICE STATIONS INC	JUN 22	CAR WASHES & INTERIOR CLEANING	\$558.00	10020210-56130	EXTERNAL SERVICES	\$234.00
				10521210-56130	EXTERNAL SERVICES	\$255.00
				20513382-56130	EXTERNAL SERVICES	\$69.00
				Vendor Total:		\$558.00
REXEL USA INC	2V75007	DRIVER QUICK DRAW	\$913.42	80026220-54102	SMALL TOOLS	\$913.42
	2T41985	SPLICING, SCR LAUNCHER KIT	\$129.85	20824300-54100	SUPPLIES	\$129.85
Vendor Total:		\$1,043.27				
RICHARD THORNTON	0000014112	TELEPHONE PRODUCTS & SERVICES	\$479.05	10020210-54100	SUPPLIES	\$479.05
Vendor Total:		\$479.05				
RINO PACIFIC	CL37683	FUEL CARD CHARGES AS NEEDED	\$4,760.19	10020210-56210	FUEL & FLUIDS	\$4,760.19

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RINO PACIFIC	CL37682	FUEL CARD CHARGES AS NEEDED	\$218.91	80026400-56210	FUEL & FLUIDS	\$218.91
					Vendor Total:	\$4,979.10
ROBERT TRIPATHI	063022	CONSULTING WORK RELATED TO LAN	\$825.00	10022100-52100	CONTRACTUAL SERVICES	\$825.00
					Vendor Total:	\$825.00
SAFEWAY INC	JUN 22	MISC. PURCHASES AS REQUIRED	\$1,353.76	90000000-23226	CONCERT SERIES	\$159.98
				90000000-23226	CONCERT SERIES	\$261.94
				90000000-23235	MOVIES IN THE PLAZA	\$43.43
				10022300-54100	SUPPLIES	\$17.87
				10022300-54100	SUPPLIES	\$106.98
				10022840-54100	SUPPLIES	\$106.52
				10022850-54100	SUPPLIES	\$7.98
				10022850-54100	SUPPLIES	\$130.72
				10022850-54100	SUPPLIES	\$133.72
				20010000-54100	SUPPLIES	\$86.53
				64020213-54100	SUPPLIES	\$29.55
				73022600-54100	SUPPLIES	\$5.99
				73022600-54100	SUPPLIES	\$12.18
				73022600-54100	SUPPLIES	\$13.04
				73022600-54100	SUPPLIES	\$37.43
				73022600-54100	SUPPLIES	\$68.09
				73022600-54100	SUPPLIES	\$131.81
					Vendor Total:	\$1,353.76
SAGE SANGIACOMO	TR 3/27-29/22	TRAVEL REIMBURSEMENT	\$809.64	20012100-57100	LEARNING AND DEVELOPMENT	\$809.64
					Vendor Total:	\$809.64
SALSBURY INDUSTRIES	6109001	15" WIDE DESIGNER WOOD LOCKER-	\$5,317.92	71021100-54100	SUPPLIES	\$5,317.92
					Vendor Total:	\$5,317.92
SAVAGE TRAINING GROUP LLC	1642	REGISTRATION - C CROOK, R PINTANE	\$551.00	10020210-57100	LEARNING AND DEVELOPMENT	\$551.00
	1658	REGISTRATION - PD	\$1,087.00	10020210-57100	LEARNING AND DEVELOPMENT	\$1,087.00

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SAVAGE TRAINING GROUP LLC	1657	REGISTRATION - PD	\$1,355.00	10020210-57100	LEARNING AND DEVELOPMENT	\$1,355.00
Vendor Total:						\$2,993.00
SNAP-ON INDUSTRIAL	ARV/53458914	14.1 V 3/8 RATCHET KIT RED	\$441.19	20324100-54102	SMALL TOOLS	\$441.19
	ARV/53433939	F/O HEAVYDUTY CREEPER BLK	\$489.59	20324100-54102	SMALL TOOLS	\$489.59
	ARV/53469111	33' CABLE FOR MOBILE LIFT - OE	\$1,247.88	20324100-54100	SUPPLIES	\$1,247.88
Vendor Total:						\$2,178.66
SOLID WASTES SYSTEMS INC	409	MISC. DUMP FEES	\$92.75	10022100-59400	OTHER EXPENSES	\$92.75
	392	MISC. DUMP FEES	\$467.45	10022100-59400	OTHER EXPENSES	\$1.84
				10024620-54120	PW - SPECIAL SUPPLIES	\$17.22
				10024620-54120	PW - SPECIAL SUPPLIES	\$38.55
				10024620-54120	PW - SPECIAL SUPPLIES	\$38.55
				10024620-54120	PW - SPECIAL SUPPLIES	\$96.18
				10024620-54120	PW - SPECIAL SUPPLIES	\$107.63
				10022100-54100	SUPPLIES	\$17.22
				10022100-54100	SUPPLIES	\$18.32
				10022100-54100	SUPPLIES	\$20.61
				10022100-54100	SUPPLIES	\$29.77
				10022100-54100	SUPPLIES	\$32.06
				84027225-54100	SUPPLIES	\$49.50
Vendor Total:						\$560.20
SONSRAY MACHINERY LLC	PSO020998-1	BRAKE ACTUATOR #47524014 FOR C	\$1,467.67	84027225-56130	EXTERNAL SERVICES	\$1,467.67
Vendor Total:						\$1,467.67
STATE WATER RESOURCES CONTROL BOARD	43834 FY 22/23	CERTIFICATION - R BARTON	\$55.00	84027225-57100	LEARNING AND DEVELOPMENT	\$55.00
	DV070522	CERTIFICATION - T SIMKINS	\$125.00	84027225-57100	LEARNING AND DEVELOPMENT	\$125.00
Vendor Total:						\$180.00
STEVEN OROPEZA	TA 7/24-29/22	TRAVEL ADVANCE	\$1,971.84	10023320-57100	LEARNING AND DEVELOPMENT	\$1,971.84
Vendor Total:						\$1,971.84

List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TURF STAR INC	7228022-00	SOLENOID 12V	\$62.18	10022100-56130	EXTERNAL SERVICES	\$62.18
					Vendor Total:	\$62.18
UKIAH DAILY JOURNAL	0006671990 1	PUBLISHING SERVICES FY 21/22	\$294.63	20016100-54162	ADVERTISING	\$294.63
					Vendor Total:	\$294.63
UKIAH GUN CLUB	6222UPD	TARGET TRAINING	\$450.00	10020210-57100	LEARNING AND DEVELOPMENT	\$450.00
					Vendor Total:	\$450.00
UKIAH PAPER SUPPLY	1534226	JANITORIAL SUPPLIES, MISC AS N	\$274.28	10022100-54100	SUPPLIES	\$274.28
	1534832	JANITORIAL SUPPLIES, MISC AS N	\$448.80	10022100-54100	SUPPLIES	\$448.80
	534700	JANITORIAL SUPPLIES, MISC AS N	\$183.81	10022300-54100	SUPPLIES	\$183.81
	1534846	JANITORIAL SUPPLIES, MISC AS N	\$355.44	10521210-54100	SUPPLIES	\$355.44
	535051	JANITORIAL SUPPLIES, MISC AS N	\$679.16	20822500-54100	SUPPLIES	\$679.16
	1534517	JANITORIAL SUPPLIES, MISC AS N	\$53.72	80026120-54100	SUPPLIES	\$53.72
	1534628	JANITORIAL SUPPLIES, MISC AS N	\$689.85	80026120-54100	SUPPLIES	\$689.85
	1534497	JANITORIAL SUPPLIES, MISC AS N	\$173.81	82027111-54100	SUPPLIES	\$173.81
					Vendor Total:	\$2,858.87
UKIAH VALLEY ASSOCIATION FOR HABILITATION INC	IN24512	JANITORIAL SERVICES - WWP FY 2	\$720.00	84027225-52100	CONTRACTUAL SERVICES	\$720.00
					Vendor Total:	\$720.00
UKIAH WASTE SOLUTIONS, INC	174363063U034	FINANCE FEE	\$14.19	80026110-52100	CONTRACTUAL SERVICES	\$14.19
	174307624U034	HAUL, DISPOSAL	\$945.78	80026110-52100	CONTRACTUAL SERVICES	\$945.78
	174363400U034	STREET SWEEPING	\$200.00	84027225-52100	CONTRACTUAL SERVICES	\$200.00
					Vendor Total:	\$1,159.97
ULINE	149998669	49X7XD2.5" RIFLE EVIDENCE BOX	\$113.12	10020210-54100	SUPPLIES	\$113.12
	150591334	CABINET SHOP DESK # H-2058	\$4,507.43	80026120-54100	SUPPLIES	\$4,507.43
					Vendor Total:	\$4,620.55
UNITED SITE SERVICES	114-13200408	PORTABLE TOILET RENTAL	\$212.31	90000000-23226	CONCERT SERIES	\$212.31
					Vendor Total:	\$212.31
USA BLUEBOOK	017707	DOUBLE WALLED VERTICAL BULK ST	\$1,934.20	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,934.20
					Vendor Total:	\$1,934.20

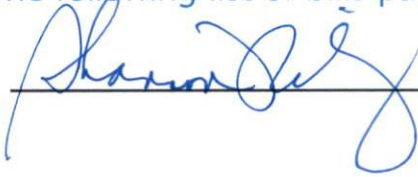
List of Checks Presented for Approval on 7/15/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WAXIE SANITARY SUPPLY	80988601	10 OZ UNWRAPPED CLEAR PLASTIC	\$146.21	10022700-54100	SUPPLIES	\$0.44
				20822500-54100	SUPPLIES	\$145.77
	80987252	10 OZ UNWRAPPED CLEAR PLASTIC	\$208.08	10022700-54100	SUPPLIES	\$0.62
				20822500-54100	SUPPLIES	\$207.46
	81005984	10 OZ UNWRAPPED CLEAR PLASTIC	\$2,580.88	10022700-54100	SUPPLIES	\$99.77
				20822500-54100	SUPPLIES	\$2,481.11
	Vendor Total:					\$2,935.17
WEX BANK	82246516	FUEL FOR POLICE	\$752.42	10020210-56210	FUEL & FLUIDS	\$752.42
				Vendor Total: \$752.42		
WILLIAMS BOOT & GLOVE DRYERS INC	B002710	PORTABLE 5 SET TURNOUT GEAR DR	\$15,997.97	90000000-20210	BASIC TAX 7.5%	(\$1,211.57)
				10521210-54102	SMALL TOOLS	\$1,211.57
				10521210-54102	SMALL TOOLS	\$15,997.97
				Vendor Total: \$15,997.97		
WITMER PUBLIC SAFETY GROUP INC	INV52264	STRUCTURE GLOVES XX-LARGE	\$75.69	10521210-54106	SPECIALTY SUPPLIES	\$75.69
	INV57376	STRUCTURE GLOVES XX-LARGE	\$151.36	10521210-54106	SPECIALTY SUPPLIES	\$151.36
	INV48142	STRUCTURE GLOVES XX-LARGE	\$1,321.18	10521210-54106	SPECIALTY SUPPLIES	\$1,321.18
	Vendor Total: \$1,548.23					
XEROX CORP	016594021	COPIER LEASE - SEE ADD'L DESCR	\$112.23	73022600-52100	CONTRACTUAL SERVICES	\$112.23
	016594020	COPIER LEASE - SEE ADD'L DESCR	\$561.05	10020210-54500	EQUIP RENTS AND LEASES	\$392.74
				20620231-54500	EQUIP RENTS AND LEASES	\$112.21
				64020213-54500	EQUIP RENTS AND LEASES	\$56.10
	016594018	COPIER LEASE - SEE ADD'L DESCR	\$554.07	20012200-54500	EQUIP RENTS AND LEASES	\$554.07
	016594019	COPIER LEASE - SEE ADD'L DESCR	\$2,718.95	20012200-54500	EQUIP RENTS AND LEASES	\$2,718.95
				Vendor Total: \$3,946.30		
YBA SHIRTS	8834	CARHARTT-MEN'S SHORT SLEEVE CO	\$1,421.25	90000000-20210	BASIC TAX 7.5%	(\$126.14)
				20822500-54100	SUPPLIES	\$126.14
				20822500-54100	SUPPLIES	\$1,421.25
	Vendor Total: \$1,421.25					
INVOICE TOTAL: \$2,481,578.87						

List of Checks Presented for Approval on 7/22/2022

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




CR

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALTEC INDUSTRIES INC	12000462	ALTEC #970308570 ALTEC POLE PU	\$2,277.96	80026110-56130	EXTERNAL SERVICES	\$2,277.96
Vendor Total:						\$2,277.96
AMAZON CAPITAL SERVICES, INC	1XNG-1GHJ-VRKC	FACE SHIELDS	\$189.00	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$189.00
	14TP-RTVC-7DNH	KASCO MARINE DEICER	\$860.55	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$860.55
	1WPC-P91Q-G7L7	OIL CHANGE KIT	\$164.36	77725200-56130	EXTERNAL SERVICES	\$164.36
	1VQN-VG7Q-XMJM	HONEYWELL MILLER ARC FLASH LAN	\$348.30	80026120-54102	SMALL TOOLS	\$348.30
	1J4P-GHWT-F1WK	MAGNIFYING GLASSES	\$144.00	80026220-54102	SMALL TOOLS	\$144.00
	1XT7-C1FK-QDPK	DESK FAN	\$27.21	20013210-54100	SUPPLIES	\$13.61
				20013220-54100	SUPPLIES	\$13.60
	1K77-M1T6-6LCR	RETURN - DATE STAMP	(\$14.92)	20013220-54100	SUPPLIES	(\$14.92)
	14P6-FJRD-KF31	DATE STAMP	\$14.92	20013220-54100	SUPPLIES	\$14.92
	1HWK-PC9Y-FVMM	ADJUSTABLE FOOTREST	\$32.27	20016100-54100	SUPPLIES	\$32.27
	1W6Y-9XYJ-FPDC	NYLON LABEL	\$29.39	20324100-54100	SUPPLIES	\$29.39
Vendor Total:						\$1,795.08
ANIXTER	5112042-00	(FO-10) ATGN420/474 AFL ADSS T	\$26,130.00	80000000-12104	INVENTORY - PURCHASES	\$26,130.00
Vendor Total:						\$26,130.00
AT&T	000018427622	TELEPHONE SERVICES	\$15.97	10521210-55100	TELEPHONE	\$15.97
	000018427621	TELEPHONE SERVICES	\$22.45	10521210-55100	TELEPHONE	\$22.45
Vendor Total:						\$38.42
BWS DISTRIBUTORS INC	276663	AIR MONITOR CALIBRATION	\$339.64	80026220-54102	SMALL TOOLS	\$339.64
Vendor Total:						\$339.64
CA DIVISION OF THE STATE ARCHITECT	2ND QTR 22	2ND QTR 2022 DISABILITY FEE	\$107.60	90000000-23012	STATE \$1 BUS. LIC. SET ASIDE	(\$968.40)
				90000000-23002	STATE \$1 BUSINESS LICENSE FEE	\$1,076.00
Vendor Total:						\$107.60

List of Checks Presented for Approval on 7/22/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CALIFORNIA UTILITIES EMERGENCY ASSOCIATION	2223066	ANNUAL CUEA MEMBERSHIP DUES 22-23	\$500.00	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$500.00
Vendor Total:						\$500.00
CARLOS DE LUNA	DV063022	INSTURCTOR	\$756.00	10022850-52100	CONTRACTUAL SERVICES	\$756.00
Vendor Total:						\$756.00
CARTER GRISSOM	DV072422	PROMOTER FOR SUNDAYS IN THE PARK	\$500.00	90000000-23226	CONCERT SERIES	\$500.00
Vendor Total:						\$500.00
COFFEE CRITIC INC, THE	R28730	MISC. COFFEE SUPPLIES AS NEEDED	\$50.00	20012200-54100	SUPPLIES	\$50.00
Vendor Total:						\$50.00
COMCAST	1067 JUL 22	INTERNET SERVICES	\$118.42	10521210-55100	TELEPHONE	\$118.42
	0472 JUN 22	INTERNET SERVICES	\$163.78	20913900-55100	TELEPHONE	\$163.78
Vendor Total:						\$282.20
DANIEL SPENCE	DV072022	REIMBURSEMENT - SUPPLIES FAMILY FUN	\$897.51	90000000-23242	JULY 4TH PICNIC IN THE PARK	\$897.51
Vendor Total:						\$897.51
DEPARTMENT OF JUSTICE	592303	FINGERPRINTS	\$49.00	10521210-54161	BACKGROUND & PHYSICALS	\$49.00
	590662	CHEM/TEST REORT CRIMINAL INVES	\$1,297.00	10022900-54169	LIVSCAN	\$145.00
				20016100-54165	NEW EMPLOYEE FINGERPRINT	\$128.00
				10022840-54100	SUPPLIES	\$1,024.00
Vendor Total:						\$1,346.00
EFAX CORPORATE	4189958	EFAX SERVICES	\$159.50	20012200-52100	CONTRACTUAL SERVICES	\$159.50
Vendor Total:						\$159.50
EFFICIENCY SERVICES GROUP LLC	00006050	ADMIN OF EUD PUBLIC BENEFITS P	\$3,500.00	80626450-52137	PUBLIC BENEFITS PROGRAM MGMT	\$3,500.00
Vendor Total:						\$3,500.00
FARWEST LINE SPECIALTIES LLC	362755	BURNDY WIRE	\$224.51	20324100-54102	SMALL TOOLS	\$112.26
				80026110-54100	SUPPLIES	\$112.25
Vendor Total:						\$224.51
FASTENAL	CAUKA46103	3/4X1/2 BLK HEX BUSH	\$4.27	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$4.27
	CAUKA46123	40LMPCAPS 1/2BLK	\$29.64	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$29.64

List of Checks Presented for Approval on 7/22/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FASTENAL	CAUKA46151	8-32 X1/2 BHSCS	\$13.69	20824300-54100	SUPPLIES	\$13.69
Vendor Total:						\$47.60
GHD INC	380-0015879	ORR STREET BRIDGE & TRANSPORTA	\$12,202.75	12024200-80230	INFRASTRUCTURE	\$12,202.75
	380-0015500	ENG SVCS - TALMAGE ROAD REHABI	\$27,530.75	25224220-80230	INFRASTRUCTURE	\$27,530.75
	380-0015501	PLAN AND SPEC PREP - RAIL TRAIL	\$17,922.38	51124210-80230	INFRASTRUCTURE	\$17,922.38
Vendor Total:						\$57,655.88
GRAINGER INC	9339414279	SWIFFER WET CLOTHS, TOILET PAPER	\$195.17	10521210-54100	SUPPLIES	\$195.17
	9354341076	TOILET PAPER, BATTERIES, PAPER TOWELS	\$448.59	10521210-54100	SUPPLIES	\$448.59
	9341199520	AA, AAA BATTERIES	\$488.80	10521210-54100	SUPPLIES	\$488.80
Vendor Total:						\$1,132.56
GRICE INDUSTRIES INC	G4043	50' CABLES	\$1,358.00	90000000-20210	BASIC TAX 7.5%	(\$111.83)
				82027114-54100	SUPPLIES	\$111.83
				82027114-54100	SUPPLIES	\$1,358.00
Vendor Total:						\$1,358.00
HERC RENTALS INC	32997123.001	RENTAL CHARGES	\$2,844.92	10024224-56410	EQUIPMENT RENTAL - PRIVATE	\$2,844.92
	33014217-001	BRUSH CHIPPER	\$1,188.65	10024620-56410	EQUIPMENT RENTAL - PRIVATE	\$1,188.65
Vendor Total:						\$4,033.57
HRE LLC	0112.2	TENZINGA PERFORMANCE MANAGEMENT	\$1,440.00	10521210-54320	SOFTWARE	\$950.40
				71021100-54320	SOFTWARE	\$489.60
Vendor Total:						\$1,440.00
I PROJECT SOLUTIONS, LLC	1840	FM WORKSTATION: FM-ELT554K, EL	\$14,050.00	90000000-20210	BASIC TAX 7.5%	(\$1,063.13)
				10521210-54102	SMALL TOOLS	\$1,063.13
				10521210-54102	SMALL TOOLS	\$14,050.00
Vendor Total:						\$14,050.00
ICC GENERAL CODE INC	GC0007663	CODIFICATION SERVICES AS PER A	\$1,075.00	20012500-52100	CONTRACTUAL SERVICES	\$1,075.00
Vendor Total:						\$1,075.00
IDEXX DISTRIBUTION INC	3109611108	WV150SBST 200 VESSELS	\$327.30	84027225-54103	LAB SUPPLIES	\$327.30

List of Checks Presented for Approval on 7/22/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
IDEXX DISTRIBUTION INC	3109815654	COLILERT100 PK	\$888.32	84027225-54103	LAB SUPPLIES	\$888.32
					Vendor Total:	\$1,215.62
JAMES THOMSEN	BA FY 22/23	BOOT ALLOWANCE	\$134.83	10022100-54100	SUPPLIES	\$134.83
					Vendor Total:	\$134.83
JEFF WALKER	CIGT-003857C	REIMBURSEMENT - METER SERVICE TRAINING	\$585.90	20513300-57100	LEARNING AND DEVELOPMENT	\$292.95
				20513380-57100	LEARNING AND DEVELOPMENT	\$292.95
					Vendor Total:	\$585.90
JIM EDDIE	TR 7/13-16/22	TRAVEL REIMBURSEMENT	\$639.92	82027114-57100	LEARNING AND DEVELOPMENT	\$639.92
					Vendor Total:	\$639.92
JOHNSON'S QUALITY TREE CARE AND LOGGING CO LLC	E6473	EMERGENCY REMOVAL OF VERY LARG	\$11,000.00	10022100-52100	CONTRACTUAL SERVICES	\$11,000.00
	E6462	EMERGENCY REMOVAL OF LARGE OAK	\$2,700.00	10024620-52100	CONTRACTUAL SERVICES	\$2,700.00
					Vendor Total:	\$13,700.00
KELLY-MOORE PAINT COMPANY INC	910-00000362612	MISC. PURCHASES AS REQUIRED	\$1.47	82027111-56300	BUILDING MAINT. & REPAIR	\$1.47
	910-00000362605	MISC. PURCHASES AS REQUIRED	\$25.31	82027111-56300	BUILDING MAINT. & REPAIR	\$25.31
	910-44197494	MISC. PURCHASES AS REQUIRED	\$171.47	10024620-54125	PW - TRAFFIC PAINT	\$171.47
	910-00000364031	MISC. PURCHASES AS REQUIRED	\$204.49	10024620-54125	PW - TRAFFIC PAINT	\$204.49
					Vendor Total:	\$402.74
KIMBALL MIDWEST	100057003	RETURN FABRIC LOOM	(\$119.82)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$119.82)
	100082258	CABLE, LOCKS	\$424.82	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$424.82
					Vendor Total:	\$305.00
KONOCI RIDGE CORPORATION	110993	EXTERMINATOR SERVICES	\$98.00	10521210-56300	BUILDING MAINT. & REPAIR	\$98.00
	107958	EXTERMINATOR SERVICES	\$108.00	10521210-56300	BUILDING MAINT. & REPAIR	\$108.00
					Vendor Total:	\$206.00
KP PUBLIC AFFAIRS LLC	43146	COMMUNITY OUTREACH PROF SVCS	\$10,000.00	20012300-52100	CONTRACTUAL SERVICES	\$10,000.00
					Vendor Total:	\$10,000.00
LIFE ASSIST INC	1183689	MISC. EMS SUPPLIES AS NEEDED	\$669.09	10521210-54107	EMS SUPPLIES	\$334.54

List of Checks Presented for Approval on 7/22/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LIFE ASSIST INC	1183689	MISC. EMS SUPPLIES AS NEEDED	\$669.09	71021100-54107	EMS SUPPLIES	\$334.55
	1215189	MISC. EMS SUPPLIES AS NEEDED	\$746.16	10521210-54107	EMS SUPPLIES	\$373.08
				71021100-54107	EMS SUPPLIES	\$373.08
					Vendor Total:	\$1,415.25
LINCOLN AQUATICS	NX320234	#AWC-50-6500 30170 24/PLT 50#	\$1,019.34	10022300-54106	SPECIALTY SUPPLIES	\$1,019.34
	NX319364	#AWC-50-6500 30170 24/PLT 50#	\$3,873.50	10022300-54106	SPECIALTY SUPPLIES	\$3,873.50
					Vendor Total:	\$4,892.84
LORELEI SCOTT	9622	BLUEPRINTS- SCAN & COPY	\$38.49	10023320-52100	CONTRACTUAL SERVICES	\$38.49
	10429	MOVIE MADNESS BANNER	\$78.39	90000000-23235	MOVIES IN THE PLAZA	\$78.39
					Vendor Total:	\$116.88
MARIO DOGALI	BA FY 21/22	BOOT ALLOWANCE	\$150.00	82027114-54100	SUPPLIES	\$75.00
				84027221-54100	SUPPLIES	\$75.00
					Vendor Total:	\$150.00
MARK PIPPIN	21122	WHITE DIRECTOR TANK TOP SIZE S	\$6,248.43	10022840-54100	SUPPLIES	\$6,248.43
					Vendor Total:	\$6,248.43
MENDO MILL & LUMBER CO	418616/2 1	DIFFERENCE IN TAX FROM INV 418616/2	\$1.22	10521210-56300	BUILDING MAINT. & REPAIR	\$1.22
	213973/1	TAE 20 SUPER FLO 2 GPH	\$12.15	10521210-56300	BUILDING MAINT. & REPAIR	\$12.15
	214641/1	STONEWALL PANEL	\$472.67	10521210-56300	BUILDING MAINT. & REPAIR	\$472.67
	214964/1	TRIMMER	\$484.36	10521210-56300	BUILDING MAINT. & REPAIR	\$484.36
	215583/1	VOLT CHECKER, WIRE STRIPPER, ELEC TAPE	\$55.19	10521210-56130	EXTERNAL SERVICES	\$55.19
	214210/1	MEAT INJECTOR, HOOKS, GRILL PANS, SAWHORSE SET	\$193.81	10521210-54102	SMALL TOOLS	\$193.81
	214205/1	FILE MILL CARDS, BLOWERBACK PACK, PLIERS	\$366.46	10521210-54102	SMALL TOOLS	\$366.46
	214214/1	POLESAW BLOWER KIT	\$434.74	10521210-54102	SMALL TOOLS	\$434.74
	214215/1	POLESAW BLOWER KIT	\$434.74	10521210-54102	SMALL TOOLS	\$434.74
	352213/1	POLESAW BLOWER KIT	\$434.74	10521210-54102	SMALL TOOLS	\$434.74
	352207/1	POLESAW/BLOWER KIT	\$434.74	10521210-54102	SMALL TOOLS	\$434.74
	214222/1	SCREWDRIVER, SAWZALL, BATTIERIES	\$600.81	10521210-54102	SMALL TOOLS	\$600.81
	214221/1	FENCE PLIERS, TAPE MEASURE, WRENCH	\$854.49	10521210-54102	SMALL TOOLS	\$854.49
	214218/1	START KIT, VIDEO INSPECTION KIT, BATTERY PACK	\$900.63	10521210-54102	SMALL TOOLS	\$900.63

List of Checks Presented for Approval on 7/22/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MENDO MILL & LUMBER CO	214219/1	BATTERY PACKS, ANLGE DRIVER, DRILL BITS	\$950.84	10521210-54102	SMALL TOOLS	\$950.84
	352241/1	EXTENSION ATTACHMENT, HED TRIMMER	\$814.28	71021100-54102	SMALL TOOLS	\$814.28
	352234/1	ROTARY TOOL, VIDEO INSPECTION KIT, POWER SUPPLY	\$968.66	71021100-54102	SMALL TOOLS	\$968.66
	214843/1	RETUREN - ALL PURPOSE SPRAYER	(\$8.74)	10521210-54100	SUPPLIES	(\$8.74)
	214959/1	KEY BLANK SCHLAGE	\$1.81	10521210-54100	SUPPLIES	\$1.81
	214842/1	ALL PURPOSE SPRAYER	\$13.11	10521210-54100	SUPPLIES	\$13.11
	214435/1	AAA BATERIES	\$49.60	10521210-54100	SUPPLIES	\$49.60
	214829/1	LP TANK EMPTY	\$107.83	10521210-54100	SUPPLIES	\$107.83
	353451/1	STARTER KIT M18 XC8.0	\$485.42	10521210-54100	SUPPLIES	\$485.42
	214203/1	OUTDOOR GRIDDLE, TOOL KIT, RIDDLE CLEANER, COVER	\$659.87	10521210-54100	SUPPLIES	\$659.87
	213797/1	BATTERY PACKS	\$834.91	10521210-54100	SUPPLIES	\$834.91
Vendor Total:						\$10,558.34
MENDOCINO COUNTY ANIMAL CARE SERVICES	CITYOFUKIAH - 4THQTR22	- ANIMAL SHELTER SERVICES AND FI	\$14,675.52	10020217-52100	CONTRACTUAL SERVICES	\$14,675.52
Vendor Total:						\$14,675.52
MILLVIEW COUNTY WATER DISTRICT	10184 MAY 22	WATER SERVICES - LOVERS LANE	\$87.15	10521210-55210	UTILITIES	\$87.15
	10184 JUN 22	WATER SERVICES - LOVERS LANE	\$111.44	10521210-55210	UTILITIES	\$111.44
Vendor Total:						\$198.59
MOIRS	174970	LIQUID CHLORINE CASE	\$20.12	82027111-58202	CHEMICALS	\$20.12
	174266	CHLORINE - 15 GALLON	\$357.98	82027111-58202	CHEMICALS	\$357.98
	174655	CHLORINE - 15 GALLON	\$357.98	82027111-58202	CHEMICALS	\$357.98
	175002	CHLORINE - 15 GALLON	\$536.97	82027111-58202	CHEMICALS	\$536.97
	174751	SUPER CHARGE 25 LB	\$519.33	84027225-58202	CHEMICALS	\$519.33
	174438	DEEP LEAF RAKE	\$32.65	83027330-54102	SMALL TOOLS	\$32.65
	175085	POOL CLEANER REPAIR	\$42.00	10022300-54100	SUPPLIES	\$42.00
Vendor Total:						\$1,867.03
MOTION INDUSTRIES INC	CA23-00530854	BEARING, FITTINGS & MISC. ITEM	\$76.78	77725200-56130	EXTERNAL SERVICES	\$76.78
Vendor Total:						\$76.78

List of Checks Presented for Approval on 7/22/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
NOR-CAL RECYCLED ROCK & AGGREGATES INC	16336	MISC ROCK & ROAD PATCH MATERIA	\$492.96	10024620-54120	PW - SPECIAL SUPPLIES	\$492.96
Vendor Total: -----						\$492.96
ON DUTY HEALTH-TEXAS PLLC	1178	LATE FEE FOR INV # 1152	\$460.32	10521210-54161	BACKGROUND & PHYSICALS	\$460.32
Vendor Total: -----						\$460.32
ONE TIME PAY VENDOR	55897-3	ENERGY REBATE - MARIBEL MALFAVON	\$100.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$100.00
	68104-9	ENERGY REBATE - APOLINAR DIAZ	\$176.25	80626450-52135	ENERGY CONSERVATION PROGRAM	\$176.25
	11388-6 1	ENERGY REBATE - DAVID DICKEY	\$500.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$500.00
	1177146	ENERGY REBATE - GREG BURKE	\$500.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$500.00
	120880-0	ENERGY REBATE - CORRINE LINDGREN	\$1,208.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$1,208.00
	30311-5	ENERGY REBATE - JOHN & SUE FROCHEN	\$1,558.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$1,558.00
	DV071222	MUSEUM DEPOSIT RETURN - CAROLYN WELCH	\$400.00	10022700-46530	MUSEUM MEETING RENTALS	\$400.00
Vendor Total: -----						\$4,442.25
ONESOURCE DISTRIBUTORS LLC	S6951050.007	PARKING LOT LIGHTS, BEASON/HUB	\$2,068.35	80126100-80220	BUILDING IMPROVEMENTS	\$2,068.35
	S6951050.009	PARKING LOT LIGHTS, BEASON/HUB	\$14,478.47	80126100-80220	BUILDING IMPROVEMENTS	\$14,478.47
	S6998951.002	(F-81-G) FUSE LINK_10 A TYPE Q	\$159.23	80000000-12104	INVENTORY - PURCHASES	\$159.23
	S6998948.001	(S-175-A) SPLICE, CU, NICOPRES	\$186.18	80000000-12104	INVENTORY - PURCHASES	\$186.18
	S6973615.001	(U-GR-1) RISER GRIP, 3/4 X 1	\$362.95	80000000-12104	INVENTORY - PURCHASES	\$362.95
	S6998948.002	(S-175-A) SPLICE, CU, NICOPRES	\$407.19	80000000-12104	INVENTORY - PURCHASES	\$407.19
	S6945840.002	(CO-515) CONN, AL COMP #8 wr79	\$491.33	80000000-12104	INVENTORY - PURCHASES	\$491.33
	S6998951.001	(F-81-G) FUSE LINK_10 A TYPE Q	\$927.34	80000000-12104	INVENTORY - PURCHASES	\$927.34
	S6939499.005	(CO-287) CONN, PIERCING, 4/0-2	\$5,020.23	80000000-12104	INVENTORY - PURCHASES	\$5,020.23
	S6936769.001	#VF440 OH TRANSFORMER PAD ADAP	\$1,520.57	80026110-54100	SUPPLIES	\$1,520.57

List of Checks Presented for Approval on 7/22/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONESOURCE DISTRIBUTORS LLC	S6936769.002	#VF440 OH TRANSFORMER PAD ADAP	\$1,949.30	80026110-54100	SUPPLIES	\$1,949.30
Vendor Total:						\$27,571.14
PACE SUPPLY CORPORATION	027653645-6	(B-225) BUSHING, BRASS 2" X 3/	\$996.29	82000000-12104	INVENTORY - PURCHASES	\$996.29
Vendor Total:						\$996.29
PG&E CO	2515294700-5	CDBG SUBSISTENCE - LUCIANO GUERRERO	\$384.20	61123410-59501	GRANTS ISSUED	\$384.20
	1522-8 JUN 22	PACIFIC GAS & ELECTRIC	\$71.38	10521210-55210	UTILITIES	\$71.38
	6124-2 JUN 22	PACIFIC GAS & ELECTRIC	\$1,279.18	10521210-55210	UTILITIES	\$1,279.18
	0853-6 JUN 22	PACIFIC GAS & ELECTRIC	\$3,838.73	31122000-55210	UTILITIES	\$3,838.73
Vendor Total:						\$5,573.49
PROVELI LLC	29434	50' CABLES	\$393.03	10024620-54127	PW - SIGN POSTS/SHEETING	\$393.03
Vendor Total:						\$393.03
PUBLIC SERVICE DEPARTMENT	MAY 22	CITY UTILITIES	\$144,128.72	10022100-55210	UTILITIES	\$14,264.91
				10022300-55210	UTILITIES	\$3,783.31
				10022700-55210	UTILITIES	\$1,943.28
				10024214-55210	UTILITIES	\$975.79
				10024620-55210	UTILITIES	\$281.54
				20620231-55210	UTILITIES	\$75.02
				20822500-55210	UTILITIES	\$8,809.18
				20824300-55210	UTILITIES	\$1,231.27
				64020213-55210	UTILITIES	\$634.40
				72022400-55210	UTILITIES	\$37,767.18
				73022600-55210	UTILITIES	\$1,901.10
				77725200-55210	UTILITIES	\$2,841.69
				80026400-55210	UTILITIES	\$2,358.16
				80526150-55210	UTILITIES	\$12,225.53
				82027111-55210	UTILITIES	\$23,845.09
				83027330-55210	UTILITIES	\$7,134.71
				84027221-55210	UTILITIES	\$66.40

List of Checks Presented for Approval on 7/22/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	MAY 22	CITY UTILITIES	\$144,128.72	84027225-55210	UTILITIES	\$23,990.16
					Vendor Total:	\$144,128.72
R EMMETT JONES	JUNE 2022	MANAGEMENT ADVISORY SERVICES	\$1,725.00	20012100-52100	CONTRACTUAL SERVICES	\$75.00
				70024500-52100	CONTRACTUAL SERVICES	\$225.00
				70024500-52100	CONTRACTUAL SERVICES	\$1,350.00
				77725200-52100	CONTRACTUAL SERVICES	\$75.00
					Vendor Total:	\$1,725.00
RAY C STARKEY	P-2201270	HATS - ELECTRIC	\$417.82	80026120-54100	SUPPLIES	\$417.82
					Vendor Total:	\$417.82
SIHERT AND ASSOCIATES	19455	STIHL #MS500I R CHAINSAW 32"	\$2,397.85	10521210-54102	SMALL TOOLS	\$2,397.85
					Vendor Total:	\$2,397.85
STAPLES CREDIT PLAN	7359320002-0	KEYBOARD, CHAIR, MOUSE, PAD, SURGE PROTECTOR	\$260.09	10024210-54330	COMPUTER AND TECHNOLOGY	\$5.65
				10024210-54330	COMPUTER AND TECHNOLOGY	\$10.22
				10024210-54330	COMPUTER AND TECHNOLOGY	\$51.05
				10024210-54100	SUPPLIES	\$8.09
				10024210-54100	SUPPLIES	\$185.08
	7358965857-0	PAPER	\$12.91	90000000-23226	CONCERT SERIES	\$12.91
	7358965857-0	COLORED PAPER	\$39.80	90000000-23226	CONCERT SERIES	\$39.80
	7358046757-0	BINDER	\$47.03	10022840-54100	SUPPLIES	\$47.03
	7358912325-0	PAPER	\$48.88	10022840-54100	SUPPLIES	\$48.88
	7357838157-0	BETTER BINDERS	\$74.19	10022840-54100	SUPPLIES	\$74.19
	7357838157-0	EXPO PENS, PAPER	\$77.19	10022840-54100	SUPPLIES	\$77.19
	7358046757-0	BINDER	\$736.87	10022840-54100	SUPPLIES	\$736.87
	7356983649-1	INK	(\$62.21)	10022850-54100	SUPPLIES	(\$62.21)
	7357863124-0	ANTI FATIGUE MAT	\$57.81	10024210-54100	SUPPLIES	\$57.81
	7357863124-0	CHAIR, DRY ERASE BOARD, EXPO	\$271.14	10024210-54100	SUPPLIES	\$271.14
	7356086247-0	PAPER - 8.5" X 11", 20LB, WHITE	\$1,915.76	20012200-54100	SUPPLIES	\$1,915.76
	7358045359-0	FAN, BINDER CLIPS, STAPLES, PENS	\$62.78	20013210-54100	SUPPLIES	\$20.61

List of Checks Presented for Approval on 7/22/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	7358045359-0	FAN, BINDER CLIPS, STAPLES, PENS	\$62.78	20013210-54100	SUPPLIES	\$33.12
				20013220-54100	SUPPLIES	\$9.05
				Vendor Total:		\$3,542.24
SWANK MOTION PICTURES INC	DB 3205871	MOVIES	\$435.00	90000000-23235	MOVIES IN THE PLAZA	\$435.00
				Vendor Total:		\$435.00
TARGET SOLUTIONS LEARNING LLC	INV49951	VECTOR SCHEDULING PRO, PRODUCT	\$2,671.20	10521210-52100	CONTRACTUAL SERVICES	\$1,762.99
				71021100-52100	CONTRACTUAL SERVICES	\$908.21
				Vendor Total:		\$2,671.20
THURSTON CHEVROLET TOYOTA SCION	242712	FILTER	\$8.27	10521210-56130	EXTERNAL SERVICES	\$8.27
	242711	ELEMENT	\$61.48	10521210-56130	EXTERNAL SERVICES	\$61.48
	TOCS321783	LABOR	\$80.00	20513382-56130	EXTERNAL SERVICES	\$80.00
	TOCS321651	LABOR	\$80.00	82027114-56130	EXTERNAL SERVICES	\$80.00
	242668	VALVE ASSEMBLY	\$321.39	82027114-56130	EXTERNAL SERVICES	\$321.39
			Vendor Total:		\$551.14	
TRI-VALLEY PAINTS	1-102366	PAINT SUPPLIES	\$93.64	20324100-54100	SUPPLIES	\$93.64
				Vendor Total:		\$93.64
UKIAH AUTO PARTS	268107	CONNECTOR	\$42.49	10022100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$42.49
	266779	BLSTR PK MINIATURES	\$7.61	83027330-56120	EQUIPMENT MAINTENANCE & REPAIR	\$7.61
	268812	BACK PLATE, TOWEL, SCRATCH FINISH, ARMOR ALL WASH	\$137.08	83027330-56120	EQUIPMENT MAINTENANCE & REPAIR	\$137.08
	268538	AUTO & MACHINE PARTS & MATERIA	\$223.91	10021210-56130	EXTERNAL SERVICES	\$223.91
	267733	M C LAMP	\$22.30	10022100-56130	EXTERNAL SERVICES	\$22.30
	269431	LAMP	\$10.78	10024620-56130	EXTERNAL SERVICES	\$10.78
	269592	TOGGLE BRASS	\$7.61	10521210-56130	EXTERNAL SERVICES	\$7.61
	10053UX1 1	AUTO & MACHINE PARTS & MATERIA	(\$28.83)	80026110-56130	EXTERNAL SERVICES	(\$28.83)
	268645	OIL, AIR FILTER	\$55.61	82027111-56130	EXTERNAL SERVICES	\$55.61
	2690-269963	SPARK PLUG	\$2.32	82027114-56130	EXTERNAL SERVICES	\$2.32
	266911	FUEL CAP	\$26.94	10024620-54120	PW - SPECIAL SUPPLIES	\$26.94

List of Checks Presented for Approval on 7/22/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH AUTO PARTS	268686	BUG WASH	\$5.98	80026200-54100	SUPPLIES	\$5.98
Vendor Total:						\$513.80
UKIAH DAILY JOURNAL	0006676202	PUBLISHING SERVICES FY 21/22	\$463.18	20016100-54162	ADVERTISING	\$463.18
	0006674991	PUBLISHING SERVICES FY 21/22	\$510.00	20016100-54162	ADVERTISING	\$250.00
				10020210-52515	ADVERTISING & PUBLICATION	\$260.00
	0006669539	PUBLISHING SERVICES FY 21/22	\$530.18	20016100-54162	ADVERTISING	\$530.18
	0006671181	PUBLISHING SERVICES FY 21/22	\$798.34	10020210-52515	ADVERTISING & PUBLICATION	\$798.34
	0006678092	PUBLISHING SERVICES FY 21/22	\$150.43	10023100-52515	ADVERTISING & PUBLICATION	\$150.43
	0006673485	PUBLISHING SERVICES FY 21/22	\$190.16	61123411-52515	ADVERTISING & PUBLICATION	\$190.16
	0006674506	PUBLISHING SERVICES FY 21/22	\$199.69	80026400-52100	CONTRACTUAL SERVICES	\$199.69
	0006676480	PUBLISHING SERVICES FY 21/22	\$247.36	20012500-52150	LEGAL SERVICES/ EXPENSES	\$247.36
Vendor Total:						\$3,089.34
UKIAH MAIN STREET PROGRAM	2ND QTR 2022	2ND QTR 2022 DOWNTOWN IMPROVEMENT	\$3,911.65	31212600-52115	PERFORMANCE AGREEMENTS	\$3,911.65
Vendor Total:						\$3,911.65
UKIAH TROPHIES & GIFTS	963618	MEDALS	\$80.35	90000000-23256	SPECIAL EVENTS TRUST	\$80.35
Vendor Total:						\$80.35
UKIAH VALLEY SANITATION DIST	58070 JUN 22	SEWER - 432 OBSERVATORY AVE	\$53.47	10022100-55210	UTILITIES	\$53.47
	104613 JUNE 22	SEWER - LOW GAP RD	\$53.47	10022100-55210	UTILITIES	\$53.47
	89690 JUN 22	SEWER - 1640 S STATE ST	\$87.21	31122000-55210	UTILITIES	\$87.21
	113354 JUN 22	SEWER - 1350 HASTINGS RD	\$53.47	80026400-55210	UTILITIES	\$53.47
Vendor Total:						\$247.62
US CELLULAR	0518511776	CELL PHONES	\$696.43	10024620-55100	TELEPHONE	\$27.34
				20913900-55100	TELEPHONE	\$36.65
				80026400-55100	TELEPHONE	\$57.83
				80026400-55100	TELEPHONE	\$114.32
				82027110-55100	TELEPHONE	\$59.67
				82027111-55100	TELEPHONE	\$226.62
				84027221-55100	TELEPHONE	\$59.67

List of Checks Presented for Approval on 7/22/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
US CELLULAR	0518511776	CELL PHONES	\$696.43	84027225-55100	TELEPHONE	\$114.33
					Vendor Total:	\$696.43
VWR INTERNATIONAL LLC	8810049036	25ML CYLINDER 2PK	\$76.44	84027225-54103	LAB SUPPLIES	\$76.44
	8808700360	VWR STIR BAR PYREX	\$84.72	84027225-54103	LAB SUPPLIES	\$84.72
	8808864992	50ML CYLINDER 2 PK	\$84.88	84027225-54103	LAB SUPPLIES	\$84.88
					Vendor Total:	\$246.04
WAYLON HOCKEMIER	TA 8/1-4/22	TRAVEL ADVANCE	\$1,273.16	10023320-57100	LEARNING AND DEVELOPMENT	\$1,273.16
					Vendor Total:	\$1,273.16
WELTY, WEAVER & CURRIE	9525	LEGAL SERVICES - WATER RESOURC	\$1,950.00	82027110-52150	LEGAL SERVICES/ EXPENSES	\$1,950.00
	9524	LEGAL SERVICES - WATER RESOURC	\$8,050.00	82027110-52150	LEGAL SERVICES/ EXPENSES	\$8,050.00
	9175	LEGAL SERVICES - WATER RESOURC	\$9,012.50	82027110-52150	LEGAL SERVICES/ EXPENSES	\$9,012.50
					Vendor Total:	\$19,012.50
WEST YOST ASSOCIATES INC	2050015	ENG & CONSTRUCTION MGMT: SCRE	\$3,507.00	84027225-80100	MACHINERY & EQUIPMENT	\$1,312.50
				84027225-80100	MACHINERY & EQUIPMENT	\$2,194.50
					Vendor Total:	\$3,507.00
WRIGHT L'ESTRANGE & ERGASTOLO	32077	LEGAL SERVICES - CVEMSA EOA DI	\$2,733.51	71021100-52150	LEGAL SERVICES/ EXPENSES	\$2,733.51
					Vendor Total:	\$2,733.51
ZAB ENTERPRISES INC	JUN 22	PROVIDE MISC. FOOD DISHES AS N	\$228.00	20016100-54163	INTERVIEW SUPPLIES	\$16.50
				20010000-54100	SUPPLIES	\$75.12
				84027225-54100	SUPPLIES	\$136.38
	JUN 22 CC	PROVIDE MISC. FOOD DISHES AS N	\$674.32	73022600-54100	SUPPLIES	\$674.32
					Vendor Total:	\$902.32
					INVOICE TOTAL:	\$419,192.51

List of Checks Presented for Approval on 7/29/2022

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

Sgt. Sanchez

DRJ

CR

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
101 TRAILER & RV	052622022	UCMR5-25 PFAs (EPA METHOD 533)	\$3,372.75	10022100-54102	SMALL TOOLS	\$421.60
				10024221-54102	SMALL TOOLS	\$421.60
				70024500-54102	SMALL TOOLS	\$843.19
				82027114-54102	SMALL TOOLS	\$843.19
				84027225-54102	SMALL TOOLS	\$843.17
				Vendor Total:		\$3,372.75
ABI ATTACHMENTS INC	INV60589	RIGID DRAG MAT	\$710.32	10022100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$710.32
						Vendor Total:
AFLAC GROUP INSURANCE	A184202400	JUL 22 AFLAC CRITICAL CARE INS	\$456.84	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$456.84
						Vendor Total:
AMAZON CAPITAL SERVICES, INC	17GV-KT7X-4HGV	RAM MOUNTS	\$65.34	10521210-56130	EXTERNAL SERVICES	\$65.34
	1GP1-QVTR-1MX6	ALL AMERICAN PICNIC SUPPLIES	\$245.37	90000000-23242	JULY 4TH PICNIC IN THE PARK	\$245.37
	1XT7/C1FK-KGJD	MOVIE MADDNESS SUPPLIES	\$43.51	90000000-23235	MOVIES IN THE PLAZA	\$43.51
	1FCM-7YYV-1TC9	MOVIE MADDNESS SUPPLIES	\$43.53	90000000-23235	MOVIES IN THE PLAZA	\$43.53
	1T1T-QY7X-7HNQ	RCA ADAPTER STEREO CABLE	\$64.17	90000000-23235	MOVIES IN THE PLAZA	\$64.17
	1PM9-J9TV-J9PV	HEAT SEALER IMPULSE BAG SEALER	\$30.47	10020210-54100	SUPPLIES	\$30.47
	19MX-CWQ3-G3NQ	CD DVD SLEEVES	\$30.97	10020210-54100	SUPPLIES	\$30.97
	Vendor Total:		\$523.36			
AMWINS GROUP BENEFITS INC	7429425	AUG 22 RETIREE HEALTH INSURANCE	\$3,318.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$3,318.00
	738601	JUL 22 RETIREE HEALTH INSURANCE	\$3,318.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$3,318.00
	Vendor Total:		\$6,636.00			
ANDREW C WALKER	P-711	SEWER LATERAL REIMBURSEMENT	\$2,000.00	84427221-59501	GRANTS ISSUED	\$2,000.00
						Vendor Total:
AT&T	000018490974	FIBER INTERNET	\$1,613.88	20913900-52601	DATA STORAGE & CONNECTIVITY	\$1,613.88

List of Checks Presented for Approval on 7/29/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T	0000184241255	T1 TO INTERNET FOR DOJ/CLETS	\$307.40	10020210-55100	TELEPHONE	\$153.70
				20620231-55100	TELEPHONE	\$153.70
	2463 JUN 22	FAX SERVICES - S STATION	\$53.05	10521210-55100	TELEPHONE	\$53.05
	000018452362	T1 TO INTERNET	\$582.47	20913900-55100	TELEPHONE	\$582.47
	000018452759	TELEPHONE SERVICES	\$4,846.86	20913900-55100	TELEPHONE	\$4,846.86
	Vendor Total: \$7,403.66					
AT&T MOBILITY	832118877X071422	DATA & VOICE CELL PHONES	\$316.73	10020210-55100	TELEPHONE	\$129.69
				20620231-55100	TELEPHONE	\$15.18
				77725200-55100	TELEPHONE	\$39.86
				80026400-55100	TELEPHONE	\$86.46
				82027110-55100	TELEPHONE	\$15.18
				84027221-55100	TELEPHONE	\$30.36
	832056361X071422	APN MODEMS	\$561.70	10020210-55100	TELEPHONE	\$561.70
	287303138700X071022	FIRE CELL PHONES, IPAD, PHONE	\$1,795.87	10521210-55100	TELEPHONE	\$1,795.87
	875108535X071422	VOICE & DATA CELL PHONES	\$81.19	20913900-55100	TELEPHONE	\$43.23
				84027221-55100	TELEPHONE	\$37.96
Vendor Total: \$2,755.49						
AUGMENTED MEDIA, LLC	03307010	DISPLAY AD - JULY 22	\$350.00	90000000-23256	SPECIAL EVENTS TRUST	\$350.00
				Vendor Total: \$350.00		
BKF ENGINEERS	22070999	GOBBI ST UTILITY REPLACEMENT P	\$3,623.23	12024200-80230	INFRASTRUCTURE	\$1,207.75
				82227113-80230	INFRASTRUCTURE	\$1,207.74
				84427221-80230	INFRASTRUCTURE	\$1,207.74
				Vendor Total: \$3,623.23		
BOUND TREE MEDICAL LLC	84560953	EMS SUPPLIES	\$309.39	10521210-54107	EMS SUPPLIES	\$154.69
				71021100-54107	EMS SUPPLIES	\$154.70
				Vendor Total: \$309.39		
BRIAN STEPHEN BROWN	DV071422	INSTRUCTOR	\$630.00	10022850-52100	CONTRACTUAL SERVICES	\$630.00
	DV071922	INSTRUCTOR	\$840.00	10022850-52100	CONTRACTUAL SERVICES	\$840.00
	Vendor Total: \$1,470.00					

List of Checks Presented for Approval on 7/29/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CALIFORNIA WATER ENVIRONMENT ASSOCIATION	14407 22/23	MEMBERSHIP - D TUBBS	\$288.00	84027225-57100	LEARNING AND DEVELOPMENT	\$96.00
				84027225-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$192.00
				Vendor Total: -----		\$288.00
CAROLLO ENGINEERS INC	FB25682	DESIGN PHASES I&II RECYCLED WA	\$64,737.25	83027330-80230	INFRASTRUCTURE	\$64,737.25
				Vendor Total: -----		\$64,737.25
CDW GOVERNMENT INC	BB45214	MICROSOFT SURFACE PRO 8-13"-CO	\$479.16	10022810-54330	COMPUTER AND TECHNOLOGY	\$3.28
				10022840-54330	COMPUTER AND TECHNOLOGY	\$319.44
				20012200-54330	COMPUTER AND TECHNOLOGY	\$156.44
	Z713297	MICROSOFT SURFACE PRO 8-13"-CO	\$3,808.56	10022810-54330	COMPUTER AND TECHNOLOGY	\$25.96
				10022840-54330	COMPUTER AND TECHNOLOGY	\$2,539.04
				20012200-54330	COMPUTER AND TECHNOLOGY	\$1,243.56
				Vendor Total: -----		\$4,287.72
CHAVEZ & MATHIAS SERVICES	05282022	BBQ CATERING	\$2,665.26	10521210-54167	EMPLOYEE DEVELOPMENT	\$1,624.86
				71021100-54167	EMPLOYEE DEVELOPMENT	\$1,040.40
	Vendor Total: -----		\$2,665.26			
CHICO STATE ENTERPRISES	SP007695	OPERATOR SERVICES FOR META, CD	\$4,058.00	61123410-52100	CONTRACTUAL SERVICES	\$4,058.00
				Vendor Total: -----		\$4,058.00
CHROMAGRAPHICS	70448	BUSINESS CARDS - M FREEMAN	\$71.65	10020210-54100	SUPPLIES	\$71.65
				Vendor Total: -----		\$71.65
CIVICPLUS LLC	229355	CIVICPLUS	\$17,199.00	20012500-54320	SOFTWARE	\$17,199.00
				Vendor Total: -----		\$17,199.00
COMCAST	0472 JUL 22	INTERNET SERVICES	\$173.78	20913900-55100	TELEPHONE	\$173.78
				Vendor Total: -----		\$173.78
D WALTER K BARR	3980	DOT PHYSICALS	\$100.00	10024620-54161	BACKGROUND & PHYSICALS	\$100.00
	3969	DOT PHYSICALS	\$100.00	20016100-54161	BACKGROUND & PHYSICALS	\$100.00
	4007	DOT PHYSICALS	\$100.00	84027221-54161	BACKGROUND & PHYSICALS	\$100.00
	Vendor Total: -----		\$300.00			

List of Checks Presented for Approval on 7/29/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DANIEL SPENCE	DV072122	REIMBURSEMENT - DAYCAMP SUPPLIES	\$2,525.71	10022840-54100	SUPPLIES	\$2,525.71
					Vendor Total:	\$2,525.71
DAVID MENDEZ - PETTY CASH	PC72022	REPLENISH PETTY CASH	\$54.90	80026400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$24.71
				80026110-54100	SUPPLIES	\$30.19
					Vendor Total:	\$54.90
DEPARTMENT OF JUSTICE	588942	CHEM/TEST REPORT CRIMINAL INVES	\$315.00	10020210-52100	CONTRACTUAL SERVICES	\$315.00
	590537	FINGERPRINTS	\$179.00	10020210-54169	LIVESCAN	\$179.00
					Vendor Total:	\$494.00
E&M ELECTRIC & MACHINERY, INC	401769	FLEXCR-01-P3-Y1 AVEVA FLEX SUB	\$483.26	84027225-80100	MACHINERY & EQUIPMENT	\$483.26
					Vendor Total:	\$483.26
EPIC AVIATION LLC	7583921	JET A FUEL	\$27,996.19	77725200-58401	AVIATION FUEL	\$27,996.19
					Vendor Total:	\$27,996.19
ETHAN AVINERI	DV072922	SUNDAY'S IN THE PARK-"WESTERN	\$3,000.00	90000000-23226	CONCERT SERIES	\$3,000.00
					Vendor Total:	\$3,000.00
FARWEST LINE SPECIALTIES LLC	361205	REPAIR EK425LG TOOL	\$348.33	80026110-54102	SMALL TOOLS	\$348.33
					Vendor Total:	\$348.33
FEDERAL ENERGY REGULATORY COMMISSION	H22412-00	2022 FERC ANNUAL ADMINSTRATION CHARGES	\$5,095.04	80026220-59101	FEES	\$5,095.04
					Vendor Total:	\$5,095.04
FEDERAL EXPRESS	7-819-56320	SHIPPING SERVICES	\$37.30	10020210-54101	POSTAGE	\$37.30
					Vendor Total:	\$37.30
FIRST ALARM	690274	ALARM MONITORING	\$175.02	10020210-52180	SECURITY SERVICES	\$48.63
				20822500-52180	SECURITY SERVICES	\$126.39
					Vendor Total:	\$175.02
FISHER WIRELESS SVCS INC	233806	EQUIPMENT REPAIR	\$533.00	10020210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$533.00
					Vendor Total:	\$533.00
FISHMAN SUPPLY CO	1358423	60X30 RECTANGULAR DESK, 2- DRA	\$3,127.57	71021100-54100	SUPPLIES	\$3,127.57
					Vendor Total:	\$3,127.57
FLOYD WILLIAMS	7-15-22	FIRST AID TRAINING	\$250.00	10020210-57100	LEARNING AND DEVELOPMENT	\$250.00
					Vendor Total:	\$250.00

List of Checks Presented for Approval on 7/29/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GEMINI GROUP LLC	122-14758	2021 CONSUMER CONFIDENCE REPOR	\$3,617.00	90000000-20210	BASIC TAX 7.5%	(\$257.91)
				82027111-52100	CONTRACTUAL SERVICES	\$257.91
				82027111-52100	CONTRACTUAL SERVICES	\$3,617.00
				Vendor Total:		\$3,617.00
GEORGINA FETH-MICHEL	86745565	REIMBURSEMENT - LODGING CIS CONVERSION	\$216.45	20013400-57100	LEARNING AND DEVELOPMENT	\$216.45
	54224788	REIMBURSEMENT - LODGING CIS CONVERSION	\$265.29	20013400-57100	LEARNING AND DEVELOPMENT	\$265.29
	Vendor Total:		\$481.74			
GHILOTTI CONSTRUCTION COMPANY INC	6019*02	DORA STREET UTILITY IMP PROJEC	\$744,070.00	25224220-80230	INFRASTRUCTURE	\$7,700.00
				82227113-80230	INFRASTRUCTURE	\$7,700.00
				84427221-80230	INFRASTRUCTURE	\$728,670.00
				Vendor Total:		\$744,070.00
GRANITE CONSTRUCTION COMPANY	2278001	MISC. ROCK AND ROAD PATCH MATE	\$139.26	82027114-54100	SUPPLIES	\$139.26
	2275280	MISC. ROCK AND ROAD PATCH MATE	\$506.97	82027114-54100	SUPPLIES	\$506.97
	Vendor Total:		\$646.23			
HACH COMPANY	13118584	AMMONIA	\$416.86	84027225-54103	LAB SUPPLIES	\$416.86
					Vendor Total:	
INFOSEND INC	215835	UB PRINT & MAIL SERVICES	\$4,550.78	20513300-52100	CONTRACTUAL SERVICES	\$4,550.78
					Vendor Total:	
INTEGRITY SHRED LLC	133791	DOCUMENT SHREDDING	\$30.50	20016100-52100	CONTRACTUAL SERVICES	\$30.50
	134295	DOCUMENT SHREDDING	\$61.00	20513300-52100	CONTRACTUAL SERVICES	\$61.00
	133716	DOCUMENT SHREDDING	\$32.50	10020210-54100	SUPPLIES	\$32.50
	134205	DOCUMENT SHREDDING	\$65.00	10020210-54100	SUPPLIES	\$65.00
	Vendor Total:		\$189.00			
INTERCOUNTY MECHANICAL & ELECTRICAL INC	8487	LABOR & MATERAILS TO REPAIR ORCHARD SUBSTATION	\$555.58	80026210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$555.58
					Vendor Total:	
JUAN DIAZ	DV071822	REIMBUSEMENT - HAT	\$30.49	10022100-54100	SUPPLIES	\$30.49
					Vendor Total:	
KEITH GAUDETTE	DV073122	SOUND SERVICES FOR SUNDAY'S IN	\$2,560.00	90000000-23226	CONCERT SERIES	\$2,560.00
					Vendor Total:	

List of Checks Presented for Approval on 7/29/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
KYLE NUSS	DV072122	REIMBURSEMNT-STAFF DINNER MOVIE MADDNESS	\$43.37	90000000-23235	MOVIES IN THE PLAZA	\$43.37
Vendor Total:						\$43.37
LARRY WALKER ASSOCIATES INC	00564.08-10	CONSULTING SVCS - NPDES & RECY	\$3,244.50	84027225-52100	CONTRACTUAL SERVICES	\$3,244.50
Vendor Total:						\$3,244.50
LIEBERT CASSIDY WHITMORE	222476	LEGAL SERVICES PERTAINING TO E	\$3,754.00	20016100-52150	LEGAL SERVICES/EXPENSES	\$3,754.00
	222475	LEGAL SERVICES PERTAINING TO E	\$7,118.00	20016100-52150	LEGAL SERVICES/EXPENSES	\$7,118.00
Vendor Total:						\$10,872.00
LIFE ASSIST INC	1228231	MISC. EMS SUPPLIES AS NEEDED	\$25.20	10521210-54107	EMS SUPPLIES	\$12.60
				71021100-54107	EMS SUPPLIES	\$12.60
Vendor Total:						\$25.20
LUKE HANSEN	BA FY22/23	BOOT ALLOWANCE	\$129.34	10022100-54100	SUPPLIES	\$129.34
Vendor Total:						\$129.34
LYMAN GROUP INC	1797002	GOALTENDER 1 GAL	\$181.97	82027111-56300	BUILDING MAINT. & REPAIR	\$181.97
	1796195	BURLAP	\$9.64	83027330-58202	CHEMICALS	\$9.64
	1792608 1	FINANCE CHARGE - INV 1792608	\$26.25	83027330-58202	CHEMICALS	\$26.25
	1794200	DRY COPPER SULFATE	\$998.60	83027330-58202	CHEMICALS	\$998.60
	1794653	DRY COPPER SULFATE	\$1,963.33	83027330-58202	CHEMICALS	\$1,963.33
	1795964	DRY COPPER SULFATE	\$9,816.63	83027330-58202	CHEMICALS	\$9,816.63
	1794250	PROPANE	\$92.95	20824300-56210	FUEL & FLUIDS	\$92.95
	1797147	BOOTS MUCK	\$129.44	84027225-54100	SUPPLIES	\$129.44
Vendor Total:						\$13,218.81
MARIANNE DAVISON	DV072122	REIMBURSEMENT - KIDS TRIATHLON	\$21.78	90000000-23256	SPECIAL EVENTS TRUST	\$21.78
Vendor Total:						\$21.78
MARK PIPPIN	21189	ADULT SOFTBALL SUPPLIES	\$163.50	10022822-54100	SUPPLIES	\$163.50
Vendor Total:						\$163.50
MENDOCINO COUNTY INFORMATION SERVICES DIVISION	20226-4	SLA/MAINTENANCE AGREEMENT FY 2	\$525.00	20620231-52100	CONTRACTUAL SERVICES	\$525.00
Vendor Total:						\$525.00
ONE TIME PAY VENDOR	0026350	REC REFUND - FATIMA BALLAHO	\$35.00	10022850-44915	RECREATION PROGRAM INCOME	\$35.00

List of Checks Presented for Approval on 7/29/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	0026161	REC REFUND - MELANIE LOGRANDE	\$35.00	10022850-44915	RECREATION PROGRAM INCOME	\$35.00
	0026100	REC REFUND - BARBARIE GONZALEZ	\$40.00	10022850-44915	RECREATION PROGRAM INCOME	\$40.00
	0026461	REC REFUND - GEORGE PEJANA	\$40.00	10022850-44915	RECREATION PROGRAM INCOME	\$40.00
	0026117	REC REFUND - MICHAEL PALLESEN	\$40.00	10022850-44915	RECREATION PROGRAM INCOME	\$40.00
	123274-3	UTILITY REFUND - BRYAN & TERRAN ODELL	\$7.53	90100000-10421	UTILITY RECEIVABLES CLEARING	\$7.53
	118037-1	UTILITY REFUND - LISA MUZIO	\$69.73	90100000-10421	UTILITY RECEIVABLES CLEARING	\$69.73
Vendor Total:						\$267.26
PACE SUPPLY CORPORATION	027871367	ELL AC CL	\$810.90	82000000-12104	INVENTORY - PURCHASES	\$810.90
	027866784	MIPPLE GALV 3/4*8	\$30.02	82027114-54100	SUPPLIES	\$30.02
Vendor Total:						\$840.92
PG&E CO	6883-2 JUN 22	PACIFIC GAS & ELECTRIC	\$793.38	10521210-55210	UTILITIES	\$793.38
Vendor Total:						\$793.38
POWER ENGINEERS INC	480958	GEN ENG'NG SVCS AS NEEDED FOR	\$4,269.91	80026400-52100	CONTRACTUAL SERVICES	\$4,269.91
Vendor Total:						\$4,269.91
PRESS DEMOCRAT	707-521-4248	EMPLOYMENT ADS	\$983.41	20016100-54162	ADVERTISING	\$983.41
Vendor Total:						\$983.41
PUBLIC SERVICE DEPARTMENT	CDBG 18	UTILITY SERVICE SUBSISTENCE PAYMENTS	\$1,281.30	61123410-59501	GRANTS ISSUED	\$1,281.30
	CDBG 17	UTILITY SERVICE SUBSISTENCE PAYMENTS	\$2,636.55	61123410-59501	GRANTS ISSUED	\$2,636.55
Vendor Total:						\$3,917.85
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	22-08 EAP	AUG EAP INSURANCE/ JUL DEDUCTIONS	\$580.78	20700000-20520	P/R DEDUCT.- MEDICAL INS	\$580.78
Vendor Total:						\$580.78
REDWOOD TOXICOLOGY LAB INC	00169820226	DRUG SCREEN TESTING	\$41.16	10020210-52100	CONTRACTUAL SERVICES	\$41.16
Vendor Total:						\$41.16
REOA LTD	132	OFFICIATING OF ADULT SOFTBALL	\$4,045.00	10022821-52100	CONTRACTUAL SERVICES	\$528.00
				10022822-52100	CONTRACTUAL SERVICES	\$3,517.00
Vendor Total:						\$4,045.00

List of Checks Presented for Approval on 7/29/2022

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RYAN NELSON	TA 8/8-9/22	TRAVEL ADVANCE	\$70.00	10521210-57100	LEARNING AND DEVELOPMENT	\$70.00
					Vendor Total:	\$70.00
SANTA ROSA JUNIOR COLLEGE	AR23-00043	REGISTRATION - B CHAPMAN	\$24.50	10020210-57100	LEARNING AND DEVELOPMENT	\$24.50
					Vendor Total:	\$24.50
SANTA ROSA UNIFORM & CAREER APPAREL INC	11419354	VSFB22BVOM-BIIIAF-2 FEMALE VIS	\$1,420.25	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$1,420.25
					Vendor Total:	\$1,420.25
SAVINGS BANK OF MENDOCINO COUNTY	JUN 22	LOVERS LANE LOAN PAYMENT	\$2,042.68	20013210-54700	FINES & PENALTIES	\$97.27
				91500000-70103	LOAN INTEREST	\$297.11
				91800000-70103	LOAN INTEREST	\$693.27
				91500000-70201	LOAN PRINCIPAL PAYMENTS	\$286.51
				91800000-70201	LOAN PRINCIPAL PAYMENTS	\$668.52
					Vendor Total:	\$2,042.68
STEVEN ENGINEERING INC	2691814-00	VS-CKP4-000 PANDUIT VERSISAFE	\$1,156.29	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,156.29
					Vendor Total:	\$1,156.29
SWANK MOTION PICTURES INC	DB 3214186	MOVIES	\$465.00	90000000-23235	MOVIES IN THE PLAZA	\$465.00
	DB 3214932	MOVIES	\$435.00	10022300-54100	SUPPLIES	\$435.00
					Vendor Total:	\$900.00
TEMPLE CABRAL	DV072122	REIMBURSEMENT - BIRTHDAY SUPPLIES	\$83.24	20016100-54167	EMPLOYEE DEVELOPMENT	\$83.24
					Vendor Total:	\$83.24
TRIPLE S CAMERA SHOP	123073	PORTRAIT PHOTOGRAPHY	\$34.79	10020210-54100	SUPPLIES	\$34.79
					Vendor Total:	\$34.79
UKIAH TROPHIES & GIFTS	963609	ADULT SOFTBALL TROPHIES	\$210.13	10022822-54100	SUPPLIES	\$210.13
	963633	ADULT SOFTBALL SUPPLIES	\$881.89	10022822-54100	SUPPLIES	\$881.89
					Vendor Total:	\$1,092.02
UKIAH VALLEY SANITATION DIST	90558 JUN 22	SEWER - 141 LOVERS LN	\$93.07	10521210-55210	UTILITIES	\$93.07
	81411 JUN 22	SEWER - 1500 S STATE ST	\$116.28	10521210-55210	UTILITIES	\$116.28
					Vendor Total:	\$209.35
UNITED SITE SERVICES	114-13228918	PORTABLE TOILET RENTAL	\$195.14	10022100-52100	CONTRACTUAL SERVICES	\$195.14

List of Checks Presented for Approval on 7/29/2022

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UNITED SITE SERVICES	114-13228919	PORTABLE TOILET RENTAL	\$195.14	10022100-52100	CONTRACTUAL SERVICES	\$195.14
	114-13228920	PORTABLE TOILET RENTAL	\$157.39	80026220-52100	CONTRACTUAL SERVICES	\$157.39
Vendor Total:						\$547.67
VWR INTERNATIONAL LLC	8808748748	STERILE PIPETTE TIPS	\$186.75	84027225-54103	LAB SUPPLIES	\$186.75
	8808682283	GLASS BOTTLES, CYLINDER, MICRO STIR BARS	\$311.25	84027225-54103	LAB SUPPLIES	\$311.25
Vendor Total:						\$498.00
WAGNER & BONSIGNORE	07-22-486	EUD WATER RIGHTS REPORTING AND	\$91.00	80026220-52100	CONTRACTUAL SERVICES	\$91.00
	07-22-557	ENG SVCS FOR WATER RIGHT PERMI	\$1,363.85	82027110-52100	CONTRACTUAL SERVICES	\$1,363.85
Vendor Total:						\$1,454.85
INVOICE TOTAL:						\$978,146.51



AGENDA SUMMARY REPORT

SUBJECT: Delegate City Manager Authority to Negotiate and Approve a Generator Share Agreement with New Cingular Wireless PCS, LLC.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Traci Boyl, Management Analyst

PRESENTER: Traci Boyl, Senior Analyst

ATTACHMENTS:

1. 7-29-22 DRAFT AGREEMENT
2. 202001 ATT Agreement

Summary: The City Council will consider delegating the City Manager Authority to Negotiate and Approve a Generator Share Agreement with New Cingular Wireless PCS, LLC.

Background: New Cingular Wireless PCS, LLC, seeks City approval to enter into a Generator Share Agreement with the City. The Generator Share Agreement (Attachment 1) grants New Cingular Wireless PCS, LLC, the right to use the City's backup generator and related appurtenances at the Ukiah Civic Center located at 300 Seminary Avenue, Ukiah, CA 95482 as backup power for New Cingular Wireless PCS, LLC's communications facility located at 300 Seminary Avenue, Ukiah, CA 95482.

In 2016, the City entered into an agreement to allow AT&T to construct and own a cellular tower (mono-pine), with associated equipment, to the rear of the Civic Center. This agreement has proven to be beneficial as a revenue source for the City and provides updated technology services to our residents.

In 2020, the City approved and amended the 2016 agreement, known as the Existing Agreement (Attachment 2) with AT&T to assign its License Agreement to Octagon Towers, LLC. The Existing Agreement requires Octagon to comply with all of the provisions of the original License Agreement with AT&T. Furthermore, under Section 13 of the Existing Agreement, the Licensee (Octagon Towers, LLC) may sublease the use of the tower, equipment shelter, and/or ground space at 300 Seminary Avenue, Ukiah, CA 95482 to other co-locaters.

New Cingular Wireless, PCS, LLC, is a current sub-licensee of Octagon Towers, LLC and as a sub-licensee of Octagon Towers, LLC, New Cingular Wireless, PCS, LLC, owns and operates a Communications Facility located at 300 Seminary Avenue, Ukiah, CA 95482.

Discussion: Ongoing wildfires and increasingly hotter summers have led to an increase in PG&E public safety power shutoff (PSPS) events and other power outages that can impact the city of Ukiah. Due to the potential duration of these events, critical communication facilities are susceptible to power outages that exceed the capabilities of their battery backups, which can significantly affect communication in the city.

The City of Ukiah has taken the necessary steps to "harden" critical infrastructure, by installing backup generation for City facilities, including the City of Ukiah facilities at 300 Seminary Avenue, Ukiah, CA 95482.

New Cingular Wireless PCS, LLC, seeks to become more resilient and better prepared in the event of a power outage. Therefore, New Cingular Wireless PCS, LLC, seeks an agreement with the City of Ukiah for the right to use the City's backup generator and related appurtenances at the Ukiah Civic Center located at 300 Seminary Avenue,

Ukiah, CA 95482 as backup power for New Cingular Wireless PCS, LCS's communications facility located at 300 Seminary Avenue, Ukiah, CA 95482.

Staff have conducted a load study of the City's backup generator (CAT 500kW) capacity and related facilities and have confirmed that the City's backup generator has adequate capacity to provide backup for all critical City facilities located at 300 Seminary Avenue, including the City of Ukiah Police Department emergency communications and backup generation for New Cingular Wireless, PCS, LLC, Communication Facilities.

If the City Council approves the Generator Share Agreement, New Cingular Wireless PCS, LLC. will pay a use fee in the amount of Five Hundred Dollars per month and a one-time fee in the amount of Twelve Thousand Dollars to the City of Ukiah. In year two of the Initial Term, and each year thereafter, the Use Fee will increase by the percentage change in the Consumer Price Index (CPI) during the preceding calendar year, but not exceed 3%. Following the execution of this agreement, backup generation to the New Cingular Wireless PCS, LLC, Communication Facilities will be provided through an Automatic Transfer Switch located in the City's Electrical Room that feeds 208/120V to the transfer, then feeds 240/120V to the 200A meter panel located at the AT&T Communication Facilities building. A diagram and details are included in the Generator Share Agreement (Exhibit A to Attachment 1).

Backup generation for critical facilities, including wireless and cellphone communication facilities, strengthens our community's resiliency and provides continuity of critical services for our residents. The Generator Share Agreement does not change the ownership authority of the City's backup generator and related appurtenances at the Ukiah Civic Center located at 300 Seminary Avenue, Ukiah, CA; the generator and related appurtenances will remain owned and maintained by the City. Execution of the Generator Share Agreement will not create financial liabilities for the City of Ukiah. Furthermore, the Generator Share Agreement does not obligate the City to provide emergency backup power to New Cingular Wireless, PCS, LLC. Therefore, City Staff recommends that the City Council authorize the City Manager to negotiate and execute the Generator Share Agreement with New Cingular Wireless PCS, LLC.

Recommended Action: Authorize the City Manager to negotiate and execute a Generator Share Agreement with New Cingular Wireless PCS, LLC.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Dave Kirch, Facilities Manager, and Darcy Vaughn, City Attorney's Office

Approved: 
Sage Sangiacomo, City Manager

GENERATOR SHARE AGREEMENT

THIS GENERATOR SHARE AGREEMENT (“**Agreement**”) dated as of the latter of the signature dates below, is by and between the City of Ukiah (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, Third Floor, Atlanta, GA 30319 (“**Licensee**”).

Licensor and Licensee agree as follows:

1. Licensor hereby grants to Licensee the right to use Licensor’s generator and related appurtenances at the Ukiah Civic Center located at 300 Seminary Avenue, Ukiah, CA 95482 (“Premises Area”) as back-up power for Licensee’s communications facility located at 300 Seminary Avenue, Ukiah, CA 95482 (“**Communications Facility**”). The specifications for connecting Licensee’s Communications Facility to Licensor’s generator are set forth in Exhibit A, attached hereto and incorporated herein by this reference. Licensee acknowledges that the Licensor’s generator provides back-up power in emergencies to the Ukiah Civic Center, including critical public safety and other services during conditions that may result in the need for use of the back-up generator and, therefore, acknowledges and agrees that if for any reason the back-up generator is required for Licensee and Licensor facilities and the output from the generator is not adequate to serve all of the Licensor’s need for emergency power and all or part of Licensor’s back-up power requirements, Licensor’s need for electricity must be satisfied and only residual power in excess thereof may be used by Licensee’s Communication Facility. Licensor’s generator shall be owned by Licensor and Licensee shall have the right to draw emergency power from the generator (to the extent emergency power is available) for the operation of its Communications Facility. Licensor makes no representation or warranty that emergency power shall be sufficient or adequate for Licensee’s needs and Licensor shall have no liability to Licensee for failure to provide such emergency power. Licensor will conduct regular monthly generator tests, which will produce brief (1-2 second) interruptions to service.
2. Fees for Use.
 - a. Commencing on the first day of the month following commencement of installation of the automatic transfer switch (“**ATS**”) to Licensor’s generator (“Commencement Date”), Licensee shall pay Licensor a use fee in the amount of Five Hundred and No/100 Dollars (\$500.00) per month (“**Use Fee**”). In any partial month occurring after the Commencement Date, the Use Fee will be prorated. The initial Use Fee payment will be forwarded by Licensee to Licensor within forty-five (45) days after the Commencement Date. Additionally, Licensee agrees to pay a one-time fee in the amount of Twelve Thousand and No/100 Dollars (\$12,000.00) to Licensor within forty-five (45) days of the Commencement Date. The Use Fee shall be due on the 5th day of each month and shall be delinquent, if not paid by the 10th day of the month. Interest shall accrue on the unpaid balance of delinquent payments at the rate of 1.5% per month.

- b. In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Use Fee shall increase by the percentage change in the Consumer Price Index (CPI) during the preceding calendar year (January to December), but not to exceed 3%. CPI means the index for all urban consumers (1982-1984 = 100), U.S. City average, all items, published by the United States Department of Labor, Bureau of Labor Statistics. In the event the CPI is discontinued or otherwise not available, "CPI" shall mean such comparable statistics on the purchasing power of the consumer dollar as is reasonably agreed on between the Licensor and Licensee.
3. Indemnification. Licensor and Licensee shall indemnify, defend and hold the other harmless against any third party claims, liabilities, losses, costs, expenses and damages (including reasonable attorneys' fees and costs) from any: (i) material breach by the indemnifying party of any provision of this Agreement; or (ii) personal injury or property damage to the extent resulting from or arising out of any action (or inaction where action is required or advisable) by the indemnifying party, or its employees, agents, or contractors, related to use of the generator. This Section 3 shall survive the expiration or earlier termination of this Agreement.
4. Term.
 - (a) The initial term of the Agreement will be five (5) years (the "**Initial Term**"), commencing on the Commencement Date. The Initial Term will terminate on the fifth (5th) anniversary of the Commencement Date.
 - (b) This Agreement will automatically renew for two (2) additional five (5) year terms (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.
5. Limitations of Liability. 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.
6. Other.
 - a. Without conducting any inspections or other investigations and except as provided in Section 1 of this Agreement, Licensor is not aware of any physical conditions within the Premises Area where the generator and related appurtenances are located that adversely impact Licensee's use of the generator.
 - b. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain any government approvals for Licensee's use of the generator under this Agreement and agrees, at Licensee's request, to reasonably assist Licensee with such applications and with obtaining and maintaining the government approval.

As to such government approvals, the City of Ukiah acting in its regulatory capacity, will accept and process any such applications impartially and as required by law. Subject to the provisions of this Agreement, where applicable law governs how the generator will be used, Licensee may use Licensor's generator in the manner set forth in applicable law.

- c. Licensor does not have any rights, duties, or responsibilities to alter, maintain, or otherwise use Licensor's generator outside of the use described in Section 1 of this Agreement.

7. Termination. Licensee may terminate this Agreement by written notice to Licensor at any time, and the Use Fee set forth in Section 2 shall not take effect or shall be cancelled, as applicable, following any such termination. Within one hundred twenty (120) days after termination of this Agreement, Licensee shall remove its equipment related to use of Licensor's generator from the Premises Area; provided that any portions of such equipment that Licensee fails to remove within such period and cessation of Licensee's operations at the Premises Area shall be deemed abandoned. In that event, Licensor shall have the option to retain the abandoned equipment or remove and dispose of it and Licensee shall pay all costs of removal and disposition. Licensee shall repair any damage, less ordinary wear and tear, to the generator and its appurtenances and the Premises Area caused by Licensee's removal activities.

8. Notices. All notices, requests, demands, and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Licensee's fee payments shall be made by check or electronic funds transfer and shall be deemed made when received by Licensor or credited to a Licensor bank account, whichever first occurs.

Notices will be addressed to the parties as follows.

If to LICENSOR:		If to LICENSEE:	New Cingular Wireless PCS, LLC
			Attn: TAG - LA
			Re: Cell Site # CNU0967
			Cell Site Name: Ukiah Downtown (CA)
			Fixed Asset #: 10129956
			1025 Lenox Park Blvd NE
			3 rd Floor
			Atlanta, GA 30319
		With copy to:	New Cingular Wireless PCS, LLC
			Attn: Legal Department
			Re: Cell Site #
			Cell Site Name: Ukiah Downtown (CA)
			Fixed Asset #: 10129956
			208 S. Akard Street
			Dallas, Texas 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Generator Share Agreement on the dates set forth below.

LICENSOR:

City of Ukiah

LICENSEE:

New Cingular Wireless PCS,
LLC,
a Delaware limited liability
company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

By: _____

Print Name: _____

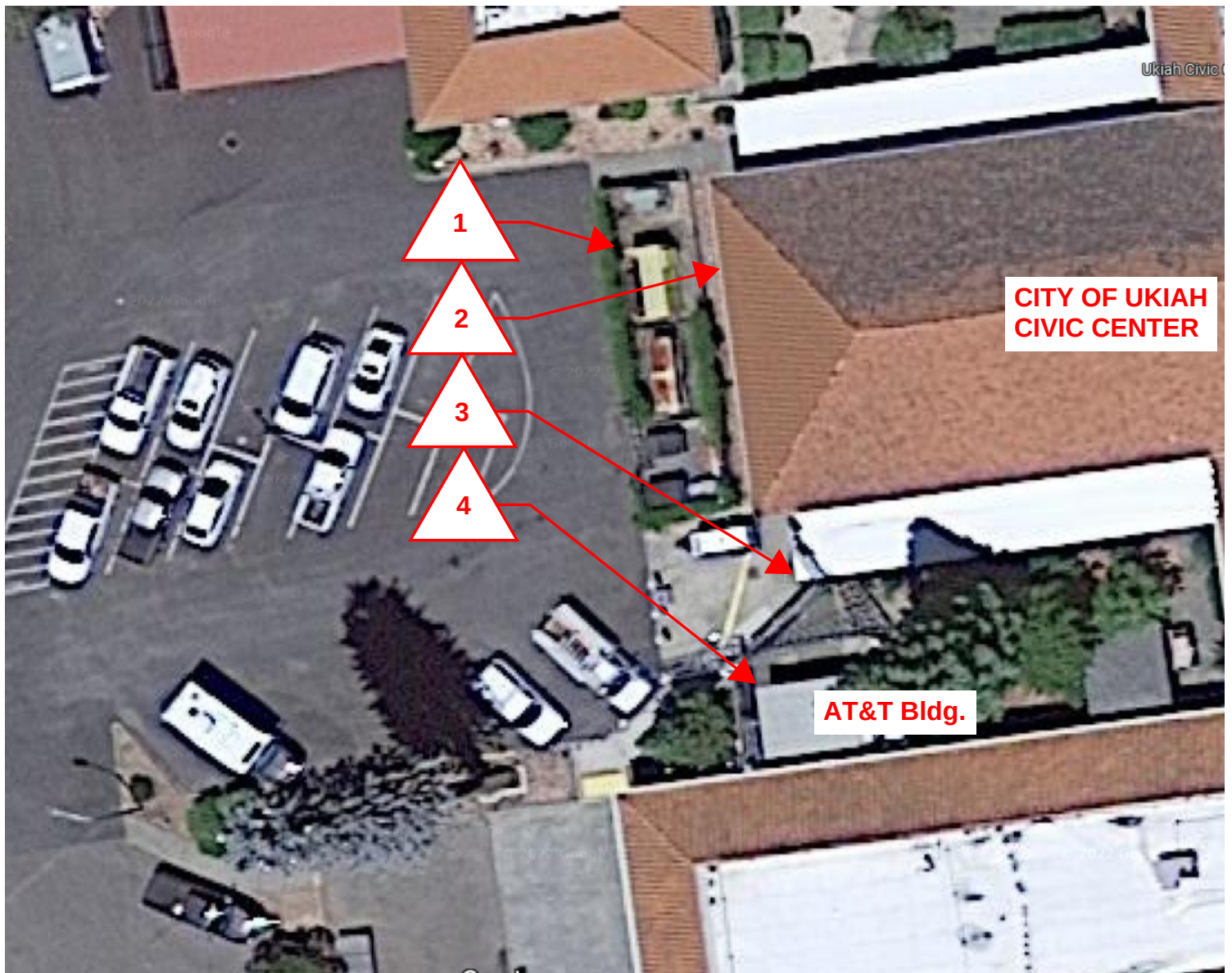
Its: _____

Date: _____

EXHIBIT A

(Specifications for Generator Connection)

(Attached on the following pages)



- 1) City of Ukiah Generator - CAT, 500kW
- 2) Electrical Room; Includes breaker for AT&T utility feed.
- 3) 240/120V Transformer for AT&T Building
- 4) Upgraded 200A Meter Panel

The City's CAT 500kW generator is connected, in underground conduit, to the Automatic Transfer Switch (ATS) located in the City's Electrical Room. The Electrical Room, with a 200A breaker, feeds 208/120V to the transformer, and then feeds 240/120V to the 200A meter panel located at the AT&T Building. The wire from the Electrical Room to the transformer is in conduit inside the building, and the wire from the transformer to the AT&T building is in underground conduit.

**DRAFT**



Thomas H. Lowe
Managing Director – Corporate Development
AT&T Inc

COU No. 1415-193-A1

January 6, 2020

By: Federal Express

City of Ukiah
300 Seminary Road
Ukiah, CA 95482
Attn: City Manager

RE: Request for Consent regarding the Ground License for the following Tower Site
300 Seminary Road, Ukiah, CA 95482 (the "Property"); AT&T FA # 10129956

Dear Sir/Madam,

The undersigned, as tenant ("Tenant") under that certain license with you dated 03/03/2016 (as heretofore amended and assigned, if applicable, and together with any related easements or other appurtenances) (the "License") intends to assign its interest in the License to Octagon Towers, LLC, or one of its affiliates ("Buyer"), in connection with Buyer's acquisition of the communications tower located on the Property. As part of the assignment, (i) Buyer will assume all obligations under the License arising on and after the date of assignment ("Assignment Date") and (ii) Tenant will leaseback from Buyer space on the Property for Tenant's ongoing provision of its wireless operations.

To the extent required by the License, we hereby request your consent to the foregoing assignment and leaseback, along with your acknowledgement that, effective upon the Assignment Date, the undersigned Tenant, as assignor, shall have no further rights or obligations with respect to the License to the extent accruing on or after the Assignment Date. This is to confirm that the undersigned Tenant shall remain fully responsible to landlord for any obligations arising under the License for the period prior to the Assignment Date.

To confirm your consent and acknowledgement, please sign below and return a copy of this letter by FedEx in the enclosed pre-paid FedEx envelope as soon as possible.

In addition, the enclosed Estoppel Certificate is being requested. Kindly review, complete any relevant information, sign and return as soon as possible.

Your prompt attention to this request is greatly appreciated. If you have any questions, you are authorized and directed to please contact Buyer's counsel, Jamie Chapman, at Thompson Hine LLP at (216) 566-5647.

Sincerely,

NEW CINGULAR WIRELESS PCS, LLC

By: Thomas H. Lowe

AGREED AND ACKNOWLEDGED:

City of Ukiah

By:

Name: Sage Sangiacomo

Title: City Manager

Date: 06/11/2020

Enclosure



cc: City of Ukiah
405 W. Perkins St.
Ukiah, CA 95482
Attn: Ukiah City Attorney, David J. Rapport, Esq.

GROUND LICENSOR ESTOPPEL CERTIFICATE
(GROUND LICENSE FA#10129956)

This Ground Licenser Estoppel Certificate (this "Certificate") is made by the party identified as the ground licenser in the signature block below ("Ground Licenser") for the benefit of the Ground Licensee identified below and Octagon Towers, LLC and its subsidiaries (collectively, "Buyer").

RECITALS:

A. NEW CINGULAR WIRELESS PCS, LLC ("Ground Licensee") is the Licensee of certain real property pursuant to a lease or license agreement (the "License") dated 03/03/2016, by and between Ground Licenser and Ground Licensee, relating to premises described in the License.

B. Ground Licensee intends to assign its interest in the License to Buyer and Buyer intends to assume the obligations under the License.

C. In connection with the proposed assignment, Ground Licensee and Buyer have requested this Certificate from Ground Licenser.

Estoppel Certificate. Ground Licenser certifies to Ground Licensee and Buyer that the following statements are true as of the date hereof:

(a) Ground Licensee is the current Ground Licensee under the License (a full copy of which, including all amendments thereto, is annexed as Exhibit A);

(b) The License is in full force and effect, has not been assigned by Ground Licenser to any other party and contains the entire agreement between Ground Licenser and Ground Licensee with respect to the premises described in the License;

(c) The Commencement Date under the License was March 3, 2016, and the current term of the License will end on March 2, 2021, subject only to the Ground Licensee's options to renew the License for five successive periods of five years each. The current monthly base rental is \$ 3,535.77 . Monthly rent under the License has been paid through June 30 , 2020; and

(d) No default exists under the Lease on the part of Ground Lessor or Ground Lessee, and, to Ground Lessor's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Ground Lessee under the Lease.

Executed as of June 11 , 2020.

City of Ukiah

By: Sage Sangiacomo
Name: Sage Sangiacomo

EXHIBIT A

[GROUND LEASE ATTACHED BEGINNING ON NEXT PAGE]

RESTATED AND AMENDED LICENSE AGREEMENT
BETWEEN
CITY OF UKIAH
AND
NEW CINGULAR WIRELESS PCS, LLC

THIS RESTATED AND AMENDED LICENSE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below ("**Effective Date**"), is entered in Ukiah, California, by and between the City of Ukiah ("**City**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Licensee**"). City and Licensee may be referred to herein individually as a "**Party**," and collectively as the "**Parties**."

RECITALS:

A. City owns that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 300 Seminary Avenue, in the City of Ukiah, County of Mendocino, State of California (collectively, the "**Property**"). Licensee desires to use a portion of the Property in connection with its federally licensed communications business. City desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement.

B. City and Licensee's predecessor-in-interest, Edge Wireless, LLC, an Oregon limited liability company ("**Edge**"), entered into that certain License Agreement dated July 17, 2001, as amended by the First Amendment to License Agreement dated June 13, 2005 (collectively, the "**Original Agreement**"), whereby City licensed to Edge (i) a portion of the Property comprising approximately two hundred ninety-two (292) square feet ("**Premises A**") as more particularly described and/or depicted in **Exhibit 2**, and (ii) and a separate area comprising approximately six hundred twenty (620) square feet upon which an equipment shelter ("**Equipment Shelter Area**") has been installed, and which area forms a portion of Premises B (as defined in Section 1 below).

C. Licensee succeeded to all of the right, title and interest of Edge in and to the Original Agreement.

D. City and Licensee further amended the Original Agreement pursuant to that certain Second Amendment to License Agreement dated as of May 21, 2013 ("**Second Amendment**").

E. The Original Agreement as amended by the Second Amendment are hereinafter collectively referred to as the "**Existing Agreement**".

F. The Parties now wish to amend and restate in their entirety all of the terms, covenants and conditions of the Existing Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the above-recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee now amend and restate the Existing Agreement in its entirety, and agree as follows:

1. License, Construction of New Tower, Surrender of Premises A & Transfer of Existing Tower.

(a) License. Subject to the terms and conditions set forth in this Agreement, City grants to Licensee the following:

- (i) a non-exclusive license coupled with an interest to Premises A;
- (ii) a non-exclusive license coupled with an interest to those portions of the Property

as follows:

(A) the Equipment Shelter Area;

(B) an area comprising approximately Two Thousand One Hundred Sixteen (2,116) square feet for Licensee's installation of a new communications tower ("**New Tower Area**");

(C) an additional five feet (5') on either side of a centerline for a distance of approximately three hundred thirty-four feet (334') [comprising approximately Three Thousand Three Hundred Thirty-Five (3,335) square feet] (the "**Underground Conduit Area**"), all as more completely described or depicted on attached **Exhibit 3**. (The Equipment Shelter Area, the New Tower Area and the Underground Conduit Area are collectively referred to herein as "Premises B"); and

(iii) a non-exclusive license over the Property for access to the Premises (as defined below) from the nearest public right-of-way, subject to the terms and conditions set forth in this Agreement. Premises A and Premise B are hereinafter sometimes collectively referred to as the "**Premises**".

(b) Testing of Premises B. Prior to commencing the use of Premises B and during the Term, Licensee and its agents, engineers, surveyors and other representatives will have the right, but not the obligation, to enter upon Premises B to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of Premises B (collectively the "**Tests**") subject to limitations set forth herein, and otherwise to do those things on Premises B that, in the opinion of Licensee, are necessary to determine the physical condition of Premises B, the environmental history of Premises B, City's title to Premises B, and the feasibility or suitability of Premises B for Licensee's permitted uses, all at Licensee's expense. In conducting any Tests or other activity pursuant to this Section 1(b), Licensee shall not interfere with the regular business of the City conducted in or around Premises B. Licensee shall consult with City on the Tests or other activities it plans to undertake and schedule and conduct those

activities only as approved by City. Licensee shall notify the City in writing whether the Premises is suitable for the permitted uses within 120 days following the Effective Date. If Licensee determines that the Premises are not suitable for the permitted uses, it shall restore the Premises to the condition it was in before Licensee performed Tests or other activity to make the determination and this Agreement shall terminate when Licensee has restored the Premises to its previous condition to the approval of City which shall not be unreasonably withheld or delayed.

(c) Construction of New Tower. Following the Effective Date and Licensee's determination that Premises B is suitable for the permitted uses, Licensee shall construct a new monopine or other antenna structure ("**New Tower**") in the New Tower Area of Premises B for the transmission and reception of communications signals in accordance with the plans and specifications attached hereto as **Exhibit 4**. City and Licensee agree that any portion of the Licensee's Facilities (as defined in Section 2 below) that may be conceptually described on **Exhibit 4** will not be deemed to limit Licensee's permitted uses set forth herein. If **Exhibit 4** includes drawings of the initial installation of the Licensee's Facilities in Premises B, City's execution of this Agreement will signify City's approval of **Exhibit 4**. Licensee shall not commence the construction of the New Tower ("**New Tower Work**") until it has been issued any permits required for the New Tower Work, including, but not limited to, a building permit to Licensee following Licensee's application for same. All New Tower Work shall be performed in accordance with the terms and conditions set forth in Section 8 below. Portions of the New Tower Area in reasonable proximity of the New Tower may be used by the City in a reasonable manner by the City for the parking of vehicles, access to City buildings on the Property, landscaping and any other municipal uses, provided that such uses shall not materially and adversely interfere with Licensee's use of the New Tower, the Underground Conduit Area or the access rights of Licensee and its sublicensees to any other portion of Premises B.

(d) Removal of Antennas and Equipment from Existing Tower. Within thirty (30) days following the last to occur of (i) the completion of the New Tower Work, (ii) the commencement of on-air operations of Licensee's Facilities installed upon the New Tower in Premises B, and (iii) the commencement of on-air operations of Licensee's existing sublicensee, California Rural Service Area #1, Inc., a California corporation ("**U.S. Cellular**"), communications facility ("**U.S. Cellular Facilities**") in Premises B, Licensee shall commence and diligently prosecute to completion the removal of all portions of the License Facilities and the U.S. Cellular Facilities located on its existing lattice tower ("**Existing Tower**") located in Premises A. Licensee shall promptly cause the repair of any damage to the Existing Tower caused by the removal of the Licensee's Facilities or the U.S. Cellular Facilities at its sole cost.

(e) Surrender of Premises A & Transfer of Existing Tower. Upon completion of the removal of all portions of the Licensee's Facilities located on the Existing Tower and all portions of the U.S. Cellular Facilities located on the Existing Tower pursuant to Section 1(d) above, as reasonably determined by City in consultation with Licensee, Licensee shall promptly surrender possession of Premises A to City in its "as is, where is" condition, and City shall accept such surrender, and thereafter, Licensee shall have no further rights to, or obligation or liability arising

from or in connection with Premises A. Such surrender of possession of Premises A by Licensee shall not effect in any manner the licensing of Premises B by City to Licensee pursuant to this Agreement, or any of the other terms and conditions of this Agreement. Additionally, upon Licensee's surrender of possession of Premises A, ownership of the Existing Tower shall automatically transfer from Licensee to City in its "as is, where-is" condition, and without warranty express or implied, and without the necessity of a further writing exchanged between City and Licensee. Thereafter, Licensee shall have no further rights to, or obligation or liability arising from or in connection with the Existing Tower. Notwithstanding anything to the contrary set forth in this Section 1(e), in the event that this Agreement is terminated prior to the transfer of ownership of the Existing Tower as a result of a casualty event which has resulted in substantial damage to, or total destruction of the Existing Tower, then City shall have no right to elect to take ownership of the Existing Tower.

2. Use of Premises.

(a) Use of Premises. Subject to the terms and conditions of Section 1 above, Licensee may use the Premises solely for the purpose of (i) operating the Existing Tower, antennas, equipment shelter, and related equipment (collectively, "**Licensee's Facilities**") in their current location, and (ii) installing and operating the New Tower and Licensee's Facilities in their locations as generally depicted in **Exhibit 4**, for the transmission and receipt of radio-telephone and other electrical signals for PCS/cellular telephone service under the FCC authorization issued to Licensee in a manner that does not interfere with City's use of the Existing Tower for its communications facilities that are operated by City in compliance with Laws (as defined below). Subject to the terms and conditions of this Agreement, Licensee shall have a right of access to the Premises that includes the placement of utility facilities underground to service the Premises in accordance with an encroachment permit issued by the City to Licensee at no additional cost, other than generally applicable fees or charges associated with such permits or other entitlements required by law, including City ordinances and resolutions. Licensee shall not locate any other antennas on the Existing Tower or related equipment on Premises A used by any other person or entity or for any other purpose without the consent and agreement of the City. Licensee shall comply with all applicable federal, state, and local laws, orders, rules and regulations (collectively, "**Laws**"), applicable to Licensee's use of the Licensee's Facilities on the Property. City agrees to comply with all Laws.

(b) The City shall have the right to approve the design and construction of any new facilities on the Premises, including the construction or relocation of the Existing Tower. Subject to the terms and conditions set forth in Section 1 above, which among matters, set forth the terms and conditions under which Licensee transfers all its right, title and interest in the Existing Tower to the City, Licensee shall remain the owner of the Existing Tower, the New Tower, its equipment shelter, and its equipment installed on the Existing Tower and on the New Tower or inside the Equipment Shelter. The City is granted a license by Licensee to use one rack inside Licensee's equipment shelter in the Equipment Shelter Area. The foregoing right is personal to the City and may not be transferred to or shared with any other party. Upon termination of this Agreement by Licensee (other than as a result of a material breach by City) or if Licensee provides notice that it will not exercise any of its

options to renew this License, the New Tower and the equipment shelter in the Equipment Shelter Area shall become the property of the City in "as is, where is" condition, provided, however, that the Licensee Facilities shall remain the property of Licensee. If the City terminates this License (other than as a result of a default by Licensee), the New Tower and the equipment shelter shall remain the property of Licensee.

3. Term of License Agreement.

(a) The initial term of this Agreement shall commence upon the Effective Date and shall expire five (5) years thereafter (the "**Initial Term**").

(b) Option to Renew. Licensee shall have the option to renew this Agreement for up to four (4) additional terms of five (5) years each (each additional five (5) year term is hereinafter referred to as an "**Extension Term**"), upon a continuation of all the same provisions hereof. Each option to extend this Agreement shall be automatically exercised by Licensee or its successors, unless written notice is sent by certified mail, addressed to the City at the address shown in Section 21 below, three (3) months prior to the expiration of the Initial Term or the applicable Extension Term, as the case may be. The Initial Term, and any Extension Terms exercised, shall hereinafter collectively be referred to as the "**Term**".

4. Termination. Licensee shall have the right to terminate this Agreement or any extension thereof at any time upon giving the City sixty (60) days' written notice. If this Agreement is terminated, all antennas and equipment belonging to and installed by Licensee shall remain the property of the Licensee. The New Tower and the Existing Tower, equipment shelter and City owned antennas and equipment shall remain the property of the City provided, however, that if this Agreement is terminated by Licensee due to an uncured default by City, then at Licensee's option, Licensee may elect to remove the New Tower and seek reimbursement from City for all costs of removal including transport of the New Tower or leave the New Tower in place in "as is, where is" condition, in which case City shall reimburse Licensee for Licensee's unamortized cost of the New Tower. Upon the termination of this Agreement, Licensee shall have one hundred twenty (120) days to remove its antennas and equipment from the New Tower and shelter. In removing its antennas and equipment from the Premises, Licensee shall not cause a public or private nuisance or otherwise materially and adversely interfere with City's use of the Existing Tower or City's antennas and related facilities. Licensee shall indemnify and hold City harmless from any cost, damage, or liability arising from any material and adverse interference to City's use of the Existing Tower or City's antennas and related facilities caused by Licensee or its officers, agents, employees or contractors during such removal, except to the extent attributable to the negligent or willful act or omission of City, its employees, agents or independent contractors. Following City's compliance with applicable written notice and time periods pertaining to City belief that Licensee's antennas and equipment have been abandoned, any equipment remaining on Premises B after the later of one hundred twenty (120) days following the expiration or earlier termination of this Agreement and the date following the time period that Licensee must respond to the City's written notice of belief of abandoned property, thereafter, become the property of the City, which it may

use or dispose of as it sees fit. Licensee shall pay any costs to dispose of the antennas or equipment, if the City elects to dispose of it. Any such costs shall be reduced by the amount, if any, received by the City for the sale of same.

5. License Fee & Administrative Fee.

(a) Initial License Fee. Commencing on the first (1st) day of the month following the Effective Date ("**License Fee Commencement Date**"), Licensee shall pay a license fee ("**License Fee**") in the amount of Two Thousand Three Hundred Eleven and 60/100 Dollars (\$2,311.60) per month, which shall be due on the first day of each calendar month following the Effective Date during the Term. The License Fee shall be payable to the City of Ukiah and must be received by the City Finance Department located at 300 Seminary Ave., Ukiah, CA 95482, by 4 p.m. PST on the first day of each month. License Fees not received by the tenth (10th) day following that date and time shall be considered delinquent. Delinquent License Fees shall be subject to a late fee of One Hundred Dollars (\$100) and interest on the unpaid balance, including unpaid late fees, until paid in full, at the rate of Ten Percent (10%) per annum or the maximum rate of interest allowed by law, whichever is less. Notwithstanding the foregoing, City hereby grants to Licensee a one-time grace period of forty-five (45) days following the License Fee Commencement Date to forward the initial payment of the License Fee to City.

(b) [Intentionally omitted]

(c) Annual License Fee Increase. On every one (1) year anniversary of the License Fee Commencement Date, the monthly License Fee shall be increased by Five Percent (5%) over the monthly License Fee paid during the previous year.

(d) One-Time Administrative Fee. Within forty-five (45) days following the Effective Date, Licensee shall pay to City a one-time administrative fee of Five Thousand and No/100 Dollars (\$5,000.00) in connection with City's review and execution of this Agreement.

(e) Possession of Premises. Licensee shall not be entitled to take possession of Premises B (other than the Equipment Shelter Area) and commence work to construct the New Tower unless Licensee has paid all fees then due.

6. Utilities. Licensee shall solely and independently be responsible for all costs of providing utilities including the separate metering, billing, and payment of utility services consumed by Licensee's operations to (i) Premises B and (ii) Premises A, provided, however, that Licensee's responsibility for utilities serving Premises A shall end immediately when the Existing Tower on Premises A is transferred from Licensee to the City.

7. Property Taxes.

(a) Licensee shall pay the personal property taxes levied against the Licensee's Facilities and the real estate taxes levied against the land underlying Premises A until the date that Licensee surrenders possession of Premises A to the City pursuant to Section 1(e) above, if any, and the real estate taxes levied against the land underlying Premises B, if any. If the classification of the land for tax purposes changes as a result of Licensee's commercial use, then Licensee shall be responsible for increases attributable to such commercial use.

(b) The Premises is exempt from real and personal property taxes as City owned property. Licensee shall be solely responsible for any personal property or possessory interest taxes resulting from its use of the license of the Premises during this Agreement.

8. Maintenance and Repairs and Related Access.

(a) Subject to the procedures and the payment of costs as further set forth in this Section 8, Licensee shall maintain Licensee's Facilities (the New Tower, Licensee's Facilities serving the New Tower, Licensee's equipment installed on the New Tower, Licensee's equipment shelter and Licensee's equipment in the equipment shelter) in good repair and working order, shall prevent the Licensee's Facilities from deteriorating and shall promptly make repairs to the Licensee's Facilities, when necessary to maintain them in good repair and working order, and may at its own expense alter or modify the Licensee's Facilities to suit its needs consistent with the intended use of the Premises and provided, such modifications do not interfere with the City's communication facilities located on the Existing Tower, nor with the City's use of Premises A and surrounding property. Licensee shall not be responsible for maintenance of the City's communication facilities located on Premises A, except any such repairs made necessary by Licensee's activities on the Premises.

(b) Not less than seventy-two (72) hours before commencing any work on the Premises or on any other City property, whether Licensee uses its own employees or independent contractors or is authorizing a sublicensee to commence any work on the Premises, Licensee shall:

(i) Provide City with written notice of the name and contact information for the Licensee's employee authorized to request access to the Premises on behalf of Licensee. All requests for access to the Premises must come from an employee of Licensee, and the City reserves the right in City's discretion to deny access to the Premises from a vendor or contractor of Licensee until and unless a written request for access is provided from an employee of Licensee. The City and the City's Police Department shall provide Licensee with the name and email address of the designated official to grant requests for access at the beginning of each year or any time there is a change in the designated official.

(ii) File with the City's Police Department a detailed description of the location where the work will be performed, the specifications for the work, the name, contact information and scope of work to be performed by each subcontractor, number of people requiring access to the Premises with their names, phone numbers and company information, and a schedule for commencing and completing the work.

(iii) Receive approval from the City's Police Department for the work and the schedule;

(iv) Apply for and obtain any building or other applicable permits required by the Ukiah City Code, including building permits, site development or use permits and encroachment permits;

(v) Deposit with the City money to cover the City's costs in reviewing and approving the work plan and in supervising and inspecting the work or the work areas. The amount of the deposit shall be determined by the City's Police Department based on the City's estimate of the time required of City employees multiplied by an hourly rate for the employees' time to include cost of salaries, benefits and associated overhead, and any other expenses incurred by City in performing these services. Within thirty (30) days after Licensee's receipt of written notice and invoice from City of the actual cost of such service, accompanied by reasonable substantiation of any such cost and expense, any portion of the deposit that exceeds the actual cost shall be refunded to Licensee. Within that same thirty (30) day period, Licensee shall pay City any portion of the actual cost that exceeds the amount of the deposit.

(vi) Those accessing the Premises to perform work must check in at the pre-arranged time at the front counter of the City's Police Department and have with them the necessary codes and keys to access the Premises. They must have in their possession and produce upon demand verifiable identification and proof of employment with the company that has been granted pre-arranged access.

(vii) In the event emergency access is needed for equipment failure or malfunction those needing access must come to the City's Police Department Night Entrance and gain approval for access from the on-duty Police Watch Commander and be prepared to demonstrate identity as stated in Section 8(b)(vi) above.

(viii) Access for regular equipment maintenance or inspection may be granted to specific persons by presenting an annual schedule in advance at the beginning of each calendar year to the Ukiah Police Department for consideration and approval.

(ix) All access, any time, regardless of the reason, by each person and company accessing the Premises must be legibly logged in with each person's name, company name, valid contact information and the date, time and reason for access in the Licensee's log book stored in

the tower shelter. The log book shall remain in the tower shelter and not be removed without prior approval of the City's Police Department.

(x) In addition to any other remedies available to the City to enforce the requirements of this Agreement, failure to comply with any of the above listed access requirements may be cause for the City's Police Department to deny future access to Licensee's vendor which violates these procedures or to remove from the Premises or arrest those persons who the City's Police Department have probable cause to believe to be trespassing on the City's Property.

9. Non-Interference.

(a) Licensee agrees to install equipment of types and frequencies which will not cause interference to the communications equipment of the City. In the event Licensee's equipment causes such interference, Licensee shall cooperate with City in determining the source and will immediately take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within forty-eight (48) hours after receipt of notice from City to Licensee of the existence of such interference and City has determined Licensee's equipment to be the source of said interference, Licensee shall discontinue use of the equipment creating said interference. Licensee shall shut down the interfering equipment except for intermittent operation for the purpose of testing after performing any maintenance, repair, modification, replacement or other action for the purpose of correcting such interference. If such interference is not corrected within thirty (30) days after receipt of the aforesaid notice, Licensee shall remove the interfering equipment from the Premises. In the event that the cause of such interference cannot be pinpointed to a particular piece of equipment or system, Licensee shall disconnect the electric power and shut down all of its equipment until such time as the interference problem is corrected. If such interference is not corrected within thirty (30) days after receipt of the aforesaid notice, Licensee shall remove its equipment from the Premises within an additional ten (10) day period. The Agreement shall then terminate without further obligations then owing or past-due and except as may otherwise be specifically enumerated herein. City shall not be liable to Licensee for any interruption of service of Licensee or for interference with the operation of Licensee's equipment.

(b) Notwithstanding the foregoing, in the event that said interference interferes with City's own equipment and in City's sole judgment, said interference jeopardizes the safe operation of City's operations, Licensee will be responsible for eliminating the interference within twenty-four (24) hours, upon becoming aware of such interference. City reserves the right to disconnect power to the interfering equipment if Licensee is unable to eliminate said interference within twenty-four (24) hours of said notification.

(c) Licensee has satisfied itself and hereby represents and warrants to City that no such interference shall result to the currently existing systems of City. Licensee agrees to indemnify, hold harmless and defend City against any claim or damage, including reasonable attorney's fees, arising out of such interference. These obligations shall extend to any additional or different communications equipment installed by City on the Existing Tower after the Effective Date,

provided that City shall give at least sixty (60) days' advance written notice to Licensee of City's plans for adding any such equipment, and a reasonable opportunity thereafter for Licensee to meet and confer with City before adding such equipment. If Licensee reasonably identifies that such new equipment could create interference with Licensee's Facilities, then City and Licensee shall use reasonable efforts to develop solutions which would resolve or minimize such interference, provided, however, that the parties acknowledge that if City and Licensee are unable to develop solutions after reasonable efforts to do so, that City's need to add equipment related to police and/or emergency response capability on the Existing Tower shall be paramount whether or not the City's equipment causes interference with Licensee's Facilities.

(d) Licensee shall be responsible for performing all engineering studies to ensure that the placement of its equipment at the Premises will not cause interference with any existing equipment or equipment the parties contemplate the City to install on the Existing Tower or which uses or relies upon those facilities.

(e) If any future equipment installed by Licensee or its sub-licensees interferes with the City's communications, the City's needs shall prevail over any conflicting needs of Licensee or its sub-licensees and they shall be required to modify or remove their interfering equipment.

(f) Licensee shall not use the Premises in any other way which interferes with the use of Premises A by City, the provision of services to City's customers, or the use of the Premises by other tenants or licensees of City. Similarly, except as otherwise specifically provided in this Section 9, City shall not use, nor shall City permit its tenants, licensees, employees, invitees or agents to use any portion of City's real property in any way which unreasonably interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering party who shall, upon written notice from the other party, be responsible for terminating such interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party's exclusive remedy shall be the right to bring an action to enjoin such interference and/or to terminate this Agreement.

10. Mutual Indemnification.

(a) Licensee shall indemnify, defend and hold City harmless from and against any claim, law suit, judgment, loss, damage, cost or injury caused by, or on behalf of, or through the fault of Licensee, or its contractors, subcontractors, or sub-licensees, or in any way directly resulting from the presence of Licensee, or its contractors, subcontractors or sub-licensees upon City's lands, including the Premises, or any associated easements. As used in this Section 10(a), "City" includes its officers and employees.

(b) City shall indemnify and hold Licensee harmless from and against any loss, damage, cost or injury caused by, or on behalf of, or through the fault of the City. Nothing in this Section 10 shall require a party to indemnify the other party against such other party's own willful

or negligent misconduct.

11. Insurance. Licensee shall, at all times during the Term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Agreement at City's option. If Licensee fails to procure and maintain the insurance described below, Licensee shall be in material breach of this Agreement. In case of breach, City, at its election, shall have the right to terminate the Agreement or to procure and maintain, at Licensee's expense, substitute insurance with right of offset against any money due Licensee.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

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

(ii) ISO Form No. CA 0001 covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.

(iii) Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

(b) Limits of Insurance. Licensee shall maintain limits of:

(i) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.

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

(iii) 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.

(c) Self-Insured Retentions. Self-insured retentions must be declared to the City.

(d) Other Insurance Provisions. The required policies are to contain, or be endorsed to contain, the following provisions:

(i) General Liability and Automobile Liability Coverages

(A) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects; liability arising out of activities performed by or on behalf of the Licensee, products and completed operations of the Licensee, premises owned, occupied or used by the Licensee, or automobiles owned, hired or borrowed by the Licensee. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers except shall not apply to sole negligence of additional insureds.

(B) The Licensee's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Licensee'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 Licensee'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.

(E) 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 Licensee's activities pursuant to this Agreement.

(ii) All Coverages. Licensee shall provide at least thirty (30) days' advanced written notice to City of any cancellation or non-renewal of any required coverage that is not replaced.

(e) Acceptability of Insurers. Insurance is to be placed with eligible California insurers with an A.M. Best's rating of no less than A-VII for financial strength.

(f) Verification of Coverage. Licensee 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 ACCORD forms. All Certificates and Endorsements are to be received and approved by the City before the License Fee Commencement Date.

(g) Subcontractors. If Licensee uses contractors or subcontractors in its maintenance, repair, replacement, upgrading or other work on the Premises, it shall require reasonable and prudent coverage and limits from any of its subcontractors doing work hereunder.

(h) Property Loss. Licensor shall not be liable for any loss or damage to Licensee's property to the extent of the indemnification herein.

Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverage required above. In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, the following provisions shall apply:

Additional Insured status:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor, its employees, agents or independent contractors; and

(iii) shall not exceed Licensee's indemnification obligation under this Agreement, if any.

Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like. Licensee shall notify Licensor about the disposition of all claims by Licensee's insurance carrier and shall provide Licensor with any information reasonably requested by Licensor concerning the Licensee's insurance carrier's response to the claim.

12. Opportunity to Cure Non-Monetary Defaults. Except as otherwise provided in Section 9, Non-Interference, above, if City or Licensee fails to comply with any non-monetary provision of this Agreement which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

13. Transferability of Licensee's Interest.

(a) Licensee's interest under this Agreement may only be assigned in connection with the transfer of Licensee's FCC authorization to operate a communications facility at the Property and with the City's prior written consent, which consent shall not be unreasonably withheld.

(b) Notwithstanding the foregoing, Licensee shall have the right to assign, sell or transfer ("**Transfer**") its interest under this Agreement upon not less than thirty (30) days prior notice to City (but without the necessity of approval or consent of City), only to (i) any Affiliate of Licensee, or (ii) in connection with the sale of substantially all of Licensee's assets in the FCC market area where the Premises are located, provided that any such Transfer shall not relieve Licensee from legal responsibility and liability for the performance of and full compliance with the terms of this Agreement. For the purposes of this Agreement, "**Affiliate**" shall mean any person or entity that controls, is controlled by, or is under common control with Licensee and possesses a net worth of at least Ten Million Dollars (\$10,000,000). "**Control**" of a person or entity means the power to direct the management or policies of that person or entity, whether through the ownership of voting securities, membership or partnership interests. Additionally, Licensee shall have the right to sublicense the use of Licensee's Facilities only to any Affiliate of Licensee upon not less than thirty (30) days prior notice to City (but without the necessity of approval or consent of City).

14. Sublicensing. With respect to any sublicensing of the New Tower, equipment shelter and ground space to any party other than an Affiliate of Licensee, upon giving City fourteen (14) days' prior written notice, and with the City's consent, which consent shall not be unreasonably withheld, Licensee may sublicense the use of the New Tower, equipment shelter, and/or ground space upon Premises B to other co-locators. In furtherance of such sublicenses, if the co-locator may require additional ground space from the City, then the City may make such additional ground space available on a "space available" basis pursuant to terms and conditions which are consistent with the terms and conditions of this Agreement. Additionally, except for any sublicense to any Affiliate of Licensee, Licensor shall be entitled to receive a fee from Licensee equal to fifty percent (50%) of the license fees, late fees and interest actually received from any such sub-licensee. Payment to City by Licensee of the City's fifty percent (50%) share of such sublicense fees shall be due ten (10) days after Licensee's actual receipt of the payment of the sublicense fee from the applicable sub-licensee. Prior to the commencement date under any sublicense agreement for which the consent of City is required hereunder, Licensee shall provide City with a copy of the sublicense agreement and with notice of the date when fees are due and of the late fees and interest, if any, which are due for delinquent payments. U.S. Cellular is a current sub-licensee of Licensee, and Licensee shall pay to City Fifty Percent (50%) of the total monthly sublicense fee that U.S. Cellular pays to Licensee following Licensee's receipt of such payment. As of the Effective Date, the total monthly sublicense fee that U.S. Cellular pays to Licensee is One Thousand Three Hundred Twenty and No/100 Dollars (\$1,320.00) per month, of which, Licensee shall pay Six Hundred Sixty and No/100 Dollars (\$660.00) per month to City following Licensee's receipt of the total monthly sublicense fee from U.S. Cellular.

15. Execution of Other Instruments. City agrees to execute, acknowledge, and deliver to Licensee other instruments respecting the Premises, as Licensee or Licensee's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Licensee's rights and privileges herein established. Such instruments may include a memorandum of License Agreement which may be recorded in the county land records. City also agrees to reasonably cooperate with Licensee's efforts to obtain all private and public consents related to Licensee's use of the Premises, as long as City is not expected to bear the financial burden of any such efforts.

16. Quiet Enjoyment. City covenants that Licensee shall have quiet and peaceable possession of the Premises throughout the Term as the same may be extended, and that City will not intentionally disturb Licensee's enjoyment thereof as long as Licensee is not in default under this Agreement.

17. Subordination. Licensee agrees to subordinate this Agreement to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Licensee the right to possession of the Premises and other rights granted to Licensee herein so long as Licensee is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Licensee. If requested by Licensee, City agrees to use City's best efforts to assist Licensee in obtaining from any holder of a security interest in the land underlying the Premises a non-disturbance agreement or attornment agreement in form reasonably satisfactory to Licensee.

18. Binding Effect. All of the covenants, conditions, and provisions of this License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter including, but not limited to all of the terms, covenants and conditions of the Existing Agreement.

20. Modifications. This Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

21. Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to City: City of Ukiah
Attention: City Manager
300 Seminary Road
Ukiah, CA 95482

With copy to: Ukiah City Attorney
David J. Rapport, Esq.
Rapport & Marston
405 W. Perkins Street
Ukiah, CA. 95482

If to Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site No.: CNU0915
Search Ring Name: Ukiah DT Police
Cell Site Name: Ukiah DT Police (CA)
Fixed Asset No: 10129956
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to AT&T Legal Department:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept. – Network Operations
Re: Cell Site No.: CNU0915
Search Ring Name: Ukiah DT Police
Cell Site Name: Ukiah DT Police (CA)
Fixed Asset No: 10129956
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the AT&T Legal Department or to the City Attorney is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

22. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to City and Licensee, City agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.
23. Memorandum of License. Either party will, at any time upon receipt of fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License substantially in the form of **Exhibit 5**. Either party may record this memorandum at any time, in its absolute discretion.
24. [Intentionally omitted.]
25. Force Majeure. Neither City nor Licensee shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, lightning, earthquake, elements of nature or acts of God, riots, labor disputes, delays in transportation, unavoidable casualty, inclement weather conditions, acts of public utilities, public bodies or inspectors, any delay or impediment caused by the other Party or a party under the direct control or supervision of such other Party, the acts or omissions of the other Party or any party under the direct control or supervision of such other Party, or any other cause beyond the reasonable control of such Party; provided, however, that the non-performing Party is without material fault in causing such default or delay (collectively, a "**Event of Force Majeure**"). In the event of an Event of Force Majeure, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its commercially reasonable efforts to resume performance.
26. Incorporation of Recitals. Recitals A through F are an integral part of this Agreement, and these Recitals are incorporated in this Agreement by reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement as of the Effective Date.

"City"

City of Ukiah

By: [Signature]
Name: Supriya Sengupta
Its: City Manager
Date: March 3, 2016

"Licensee"

New Cingular Wireless, PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Name: Vani Muller
Its: Manager
Date: 2/13/16
Real Estate & Construction

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING TWO (2) PAGES]

CITY 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 MENDOCINO

On MARCH 3, 2016 before me, KRISTINE LAWLER, NOTARY,
(insert name and title of the officer)

personally appeared SAGE LEE SANGIACOMO,
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 Kristine Lawler (Seal)



LICENSEE 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 CONTRA COSTA

On FEB 22, 2016 before me, KAMANTIC-KONGEAL Notary public
 (insert name and title of the officer)

personally appeared VANI MULLER,
 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 Ka Martic-Kongaal (Seal)

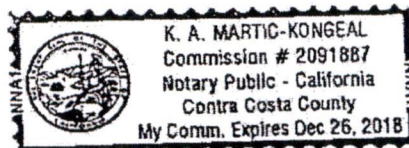


EXHIBIT 1

DESCRIPTION OF PROPERTY

Page 1 of 1

The "Property" is legally described as follows:

The land referred to herein is situated in the State of California, County of Mendocino, City of Ukiah and described as follows:

Parcel One: (APN 2-255-02)

Commencing at the Southeast corner of Clay and Dora Streets in said Ukiah City and running thence Easterly along the south line of Clay Street one hundred and fifty (150) feet; thence at right angles Southerly two hundred and fifty (250) feet; thence at right angles Westerly and parallel with Clay Street one hundred and fifty (150) feet to Dora Street and thence Northerly and along the East line of Dora Street two hundred and fifty (250) feet to the point of beginning.

Parcel Two: (APN 2-255-03)

Beginning at the intersection of the Southerly line of Clay Street and the Easterly line of Dora Street; thence Easterly along the Southerly line of Clay Street 761.60 feet to the Westerly line of Oak Street; thence Southerly along said Westerly line of Oak Street 456.5 feet to the Northerly line of the North half of Jones Addition, the map of which was filed June 11, 1909 in Map Case 1, Drawer 3, Page 36, Mendocino County Records; thence Westerly along said Northerly line 728 feet to the Easterly line of Dora Street; thence Northerly along said Easterly line 445 feet to the point of beginning.

Excepting therefrom the following:

Commencing at the Southeast corner of Clay and Dora Streets in said Ukiah City and running thence Easterly along the South line of Clay Street one hundred and fifty (150) feet; thence at right angles Southerly two hundred and fifty (250) feet; thence at right angles Westerly and parallel with Clay Street one hundred and fifty (150) feet to Dora Street and thence Northerly and along the East line of Dora Street two hundred and fifty (250) feet to the point of beginning.

APN: 002-255-02 & 03

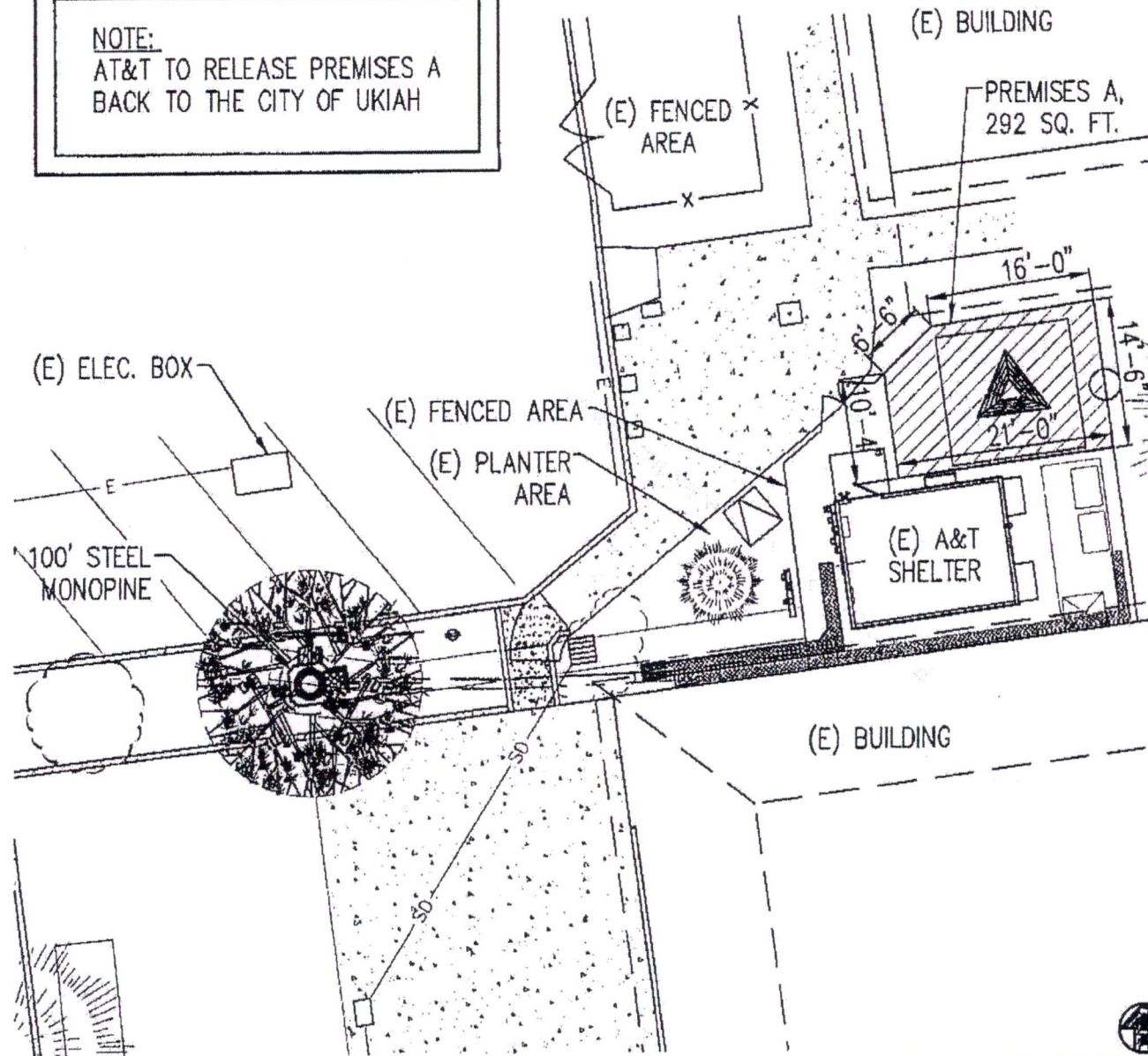
EXHIBIT 2

DEPICTION OF PREMISES A

Page 1 of 2

[Depiction of Premises A Appears on Following One (1) Page]

NOTE:
AT&T TO RELEASE PREMISES A
BACK TO THE CITY OF UKIAH



Peek Site-Com
12852 Earhart Ave.
Suite 101
Auburn, California 95602
Phone (530) 885-6160
info@peeksitecom.com



at&t

2700 WATT AVE
SACRAMENTO, CA 95821

**LEASE
EXHIBIT**

PROJECT NAME:

**UKIAH
DOWNTOWN**

PROJECT NUMBER:

CC100915

PROJECT ADDRESS:

**300 SEMINARY AVE
UKIAH, CA 95482**

EXHIBIT

2

NOT TO SCALE

EXHIBIT 3

DEPICTION OF PREMISES B

Page 1 of 3

[Depiction of Premises B Appears on Following Two (2) Pages]

EXHIBIT 4

DESCRIPTION OF LICENSEE'S FACILITIES & NEW TOWER

Page 1 of 13

[Plan Set Dated November 14, 2014, Prepared by Peek Site-Com, Inc.,
Consisting of Twelve (12) Pages, Appears on Following Pages]

GENERAL NOTES

1. MATERIALS ARE TO BE KEPT IN WRITING IMPROVED THE REFERENCE. THE USE OF ANY MATERIAL IS TO BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS.
2. PRIOR TO THE BEGINNING OF WORK, THE CONTRACTOR SHALL SUBMIT THE USE OF ANY MATERIAL IS TO BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS.
3. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS.
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300 SEMINARY AVE
UKIAH, CA 95482

LEGEND		PROJECT SUMMARY		SHEET INDEX	
A	INTERNAL CABLE (ABOVE GROUND)	SITE NAME	DEPT. 1.00000000	T-1	TITLE SHEET
T	TELEPHONE SERVICE (ABOVE GROUND)	SITE NUMBER	00000000	C-1	SITE SURVEY
E	POWER SERVICE (ABOVE GROUND)	SITE ADDRESS	200.00000000	A-1	SITE PLAN
G	GROUND THE (ABOVE GROUND)		0000.00.00.00	A-1.1	SITE PLAN
		PROPERTY CHARGE	000.00.00.00	A-1.2	SITE PLAN
		OWNER ADDRESS	200.00000000	A-2	ELEVATION
		CONTACT	0000.00.00.00	A-2.1	ELEVATION
			0000.00.00.00	A-2.2	ELEVATION
			0000.00.00.00	A-2.3	ELEVATION
		APPLICANT	0000.00.00.00	A-3	DETAILS
		PROJECT ADDRESS	000.00.00.00	A-3.1	DETAILS
			0000.00.00.00	E-1	ELECTRICAL/GROUNDING SHEET
		PRECISIONS (FACIL. NAME/DATE)	000.00.00.00 & 000.00.00.00		
		LOCATION	000.00.00.00		
		UNITS/SCALE	0000.00.00.00		
		NOTES	000.00.00.00		
		CONSTRUCTION TIME	000.00.00.00		
		SECURITY	000.00.00.00		
		PROPERTY BOUNDARY LINE	000.00.00.00		
		INTERNAL PROPERTY LOT LINE	000.00.00.00		

JOHN LAL
1317
4000 BIRMINGHAM AVE
BIRMINGHAM 1, AL 35208
PULPARIEN, CA 94559

JOHN J. JACOBSON
THE BART FELLO
2700 WEST AVE, SJ 2230-118
SACRAMENTO, CA 95871
(916) 535-5164

JOHN J. KOWALSKI
111
NITE DRUMS
JACK 2017 AVE, JO 2500-822
SACRAMENTO, CA 95827
(916) 986-8333

JOHN LEE FOW
1016 E ST-22A
7000 CARQUEST AVE BOX 10
ALBUQUERQUE, NM 87107
(505) 897-1979

JOHN A. JIZARD
PIONEER 220-00-00
1215 E. 8th, MILLER LANE
MONTANA, CA 95053
PHONO. (505) 772-6513

ALL HOME AND NUISANCE COMPLAINTS PERFORMED AND METHODS OF
ACCOMMODATION WITH THE CURRENT CODES OF THE FOLLOWING CODES AS
ADOPTED BY THE LOCAL GOVERNING AUTHORITY, IN ORDER TO MEET PLANS
9 TO BE CONSIDERED TO MEET WITH THE CONTAINING 15 IN THE CODE

1. 2011 CALIFORNIA BUILDING CODE
2. 2013 CALIFORNIA FIRE CODE
3. 2013 CALIFORNIA ELECTRICAL CODE

ACCURACY INFORMATION

THIS IS A SUMMARY OF THE INFORMATION AND NOT FOR THE PURPOSES OF
ANY OTHER INFORMATION AND NOT FOR THE PURPOSES OF THE 2013 CALIFORNIA
BUILDING CODE, OR THE 2013 CALIFORNIA FIRE CODE, OR THE 2013 CALIFORNIA
ELECTRICAL CODE.

1) SET WIRELESS PROPOSER TO WINDY AND FUTURE UNMANNED
TELECOMMUNICATIONS FACILITY. THESE WIRELESS/TECHS WILL CONSIST OF THE
FOLLOWING:

- INSTALL (4) AIR-TELE. INTERIOR WINDMILL INSIDE (1) SHED/TECH.
- INSTALL (6) POWER PLANT INSIDE (1) SHED/TECH.
- INSTALL NEW 100' WINDMILL W/4-5 BRANCH OUTSIDE 100' OVERALL HEIGHT.
- (1) NEW ANTENNAS ON NEW WINDMILL (1) AT THE AG, (4) AT THE AG &
INSTALL (1) NEW GPS ANTENNA IN (1) SHED/TECH.
- INSTALL (6) NEW PDS'S (1) W/4-5 ANTENNAS (1)W/ AG, (4) W/4-5
FUTURE W/4-5 ANTENNAS MOUNTED (1)W/ AG, (4) W/4-5 FUTURE PDS'S AT
FUTURE WINDMILL (1)W/ AG, (4) ON NEW WINDMILL.
- INSTALL (1) NEW DC CURRENT SUPPLY REGULATOR ON (1) W/4-5 FUTURE SURGE
REGULATOR ON (1)W/4-5.
- INSTALL (6) FIBER OPTIC TO WINDMILL.
- INSTALL (6) DC POWER PLANT TO WINDMILL.
- INSTALL (1) NEW (4) FUTURE (1)W/4-5 (1)W/4-5 BACK IN SHED/TECH
- REMOVE (1) WINDMILL INSIDE SHED/TECH.

at&t
2790 WATT AVE
SACRAMENTO, CA 95821

REV	DATE	DESCRIPTION	BY
1	9-23-13	90K ZDS-CDS	WJ
2	9-7-14	100K ZDS-CDS	WJ
3	9-8-14	100K ZDS-CDS	AR
4	5-10-14	REV 900K ZDS-CDS	AR
5	5-22-14	REV 900K ZDS-CDS	AR
6	6-13-14	REV 100K ZDS-CDS	WJ
7	7-3-14	REV 100K ZDS-CDS	AR
8	7-18-14	REV 100K ZDS-CDS	AR
9	11-14-14	REV 100K ZDS-CDS	AR

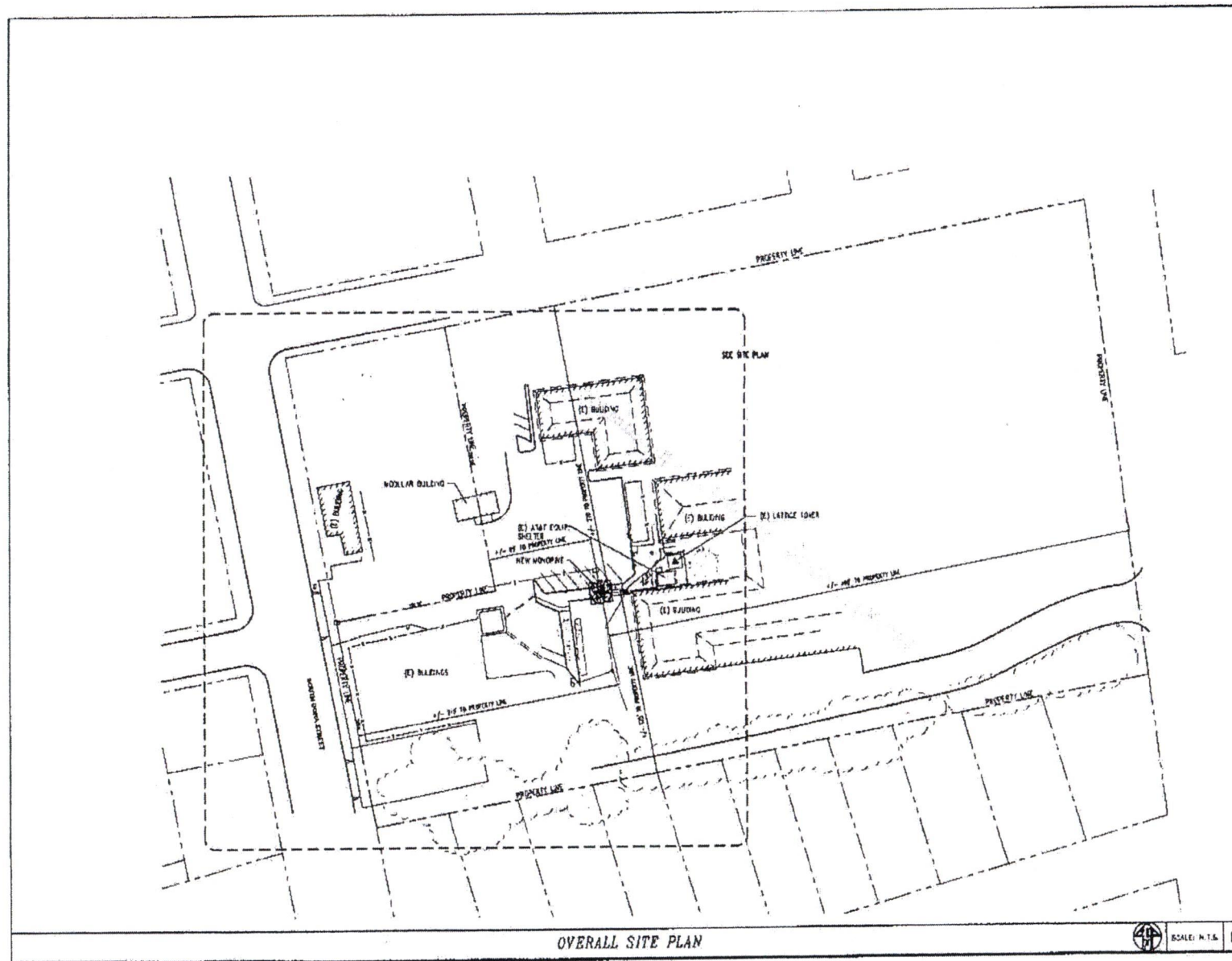
Peek Sits-Corn
12852 Earhart Ave. Suite 101
Auburn, California 95602
Phone (330) 885-8160
E-Mail Info@PeekSits.com



SIC #		CHL	DRAM BY
CEL00915	..		VH1

TITLE SHEET

SHEET NUMBER		PAGES TWO	
T-1		0	



PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO PECK SITE-COM IS STRICTLY PROHIBITED.

CLIENT
at&t
2700 WATT AVE
SACRAMENTO, CA 95821

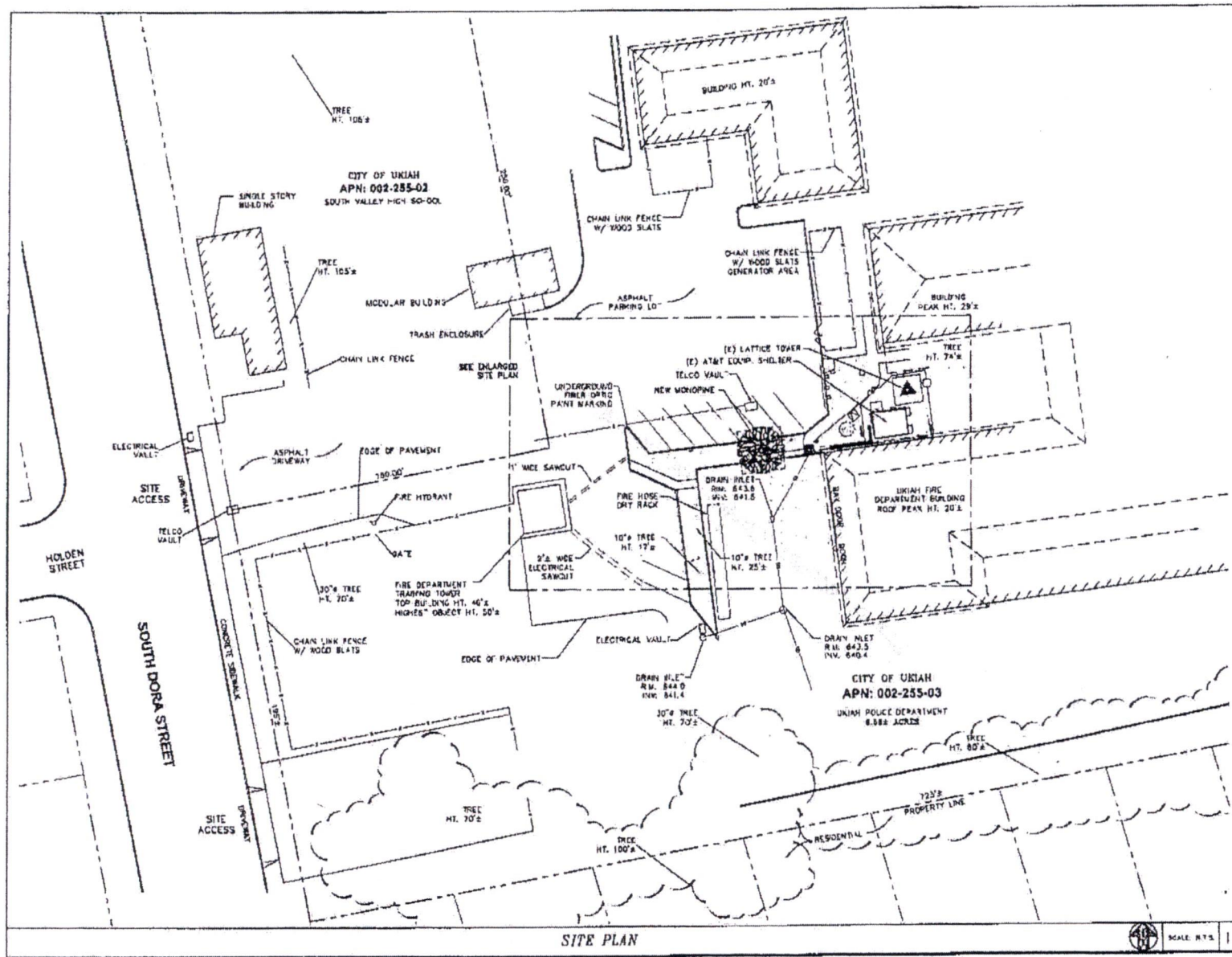
PROJECT INFORMATION
UKIAH DOWNTOWN
200 EVANS AVE
UKIAH, CA 94945

REV	DATE	DESCRIPTION	BY
1	8-23-13	328 EDS-CDS	WJ
2	4-7-14	1000E EDS-CDS	WJ
3	8-5-14	1000E EDS-CDS	AM
4	5-25-14	REV 1200E EDS-CDS	AM
5	5-22-14	REV 1000E EDS-CDS	AM
6	8-13-14	REV 1000E EDS-CDS	WJ
7	7-2-14	REV 1000E EDS-CDS	AM
8	7-18-14	REV 1200E EDS-CDS	AM
9	11-14-14	REV 1200E EDS-CDS	AM

COORDINATING ENGINEER
Peck Site-Com
11852 Carhart Ave., Suite 101
Auburn, California 95602
Phone (530) 885-6160
E-Mail Info@pecksitecom.com

REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
NO. 84801
IN CIVIL
PECK SITE-COM

DWG. NO. 00100913
SHEET NO. 1
OVERALL SITE PLAN
SHEET NUMBER 0



PRELIMINARY

at&t

2700 WATT AVE
SACRAMENTO, CA 95821

PROJECT INFORMATION:

UKIAH DOWNTOWN
JAN. 1980

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	8-23-13	WJ	PER 208-CDS
2	1-7-14	WJ	REV 100K 208-CDS
3	5-8-14	WJ	REV 100K 208-CDS
4	5-20-14	WJ	REV 100K 208-CDS
5	5-22-14	WJ	REV 100K 208-CDS
6	8-13-14	WJ	REV 100K 208-CDS
7	7-3-14	WJ	REV 100K 208-CDS
8	7-18-14	WJ	REV 100K 208-CDS
9	11-14-14	WJ	REV 100K 208-CDS

COORDINATING ENGINEER:

Peek Site-Com
12851 Corbett Ave, Suite 101
Auburn, California 95601
Phone (530) 885-6160
E-Mail Info@peeksitecom.com

SCALE:

DATE:

BY:

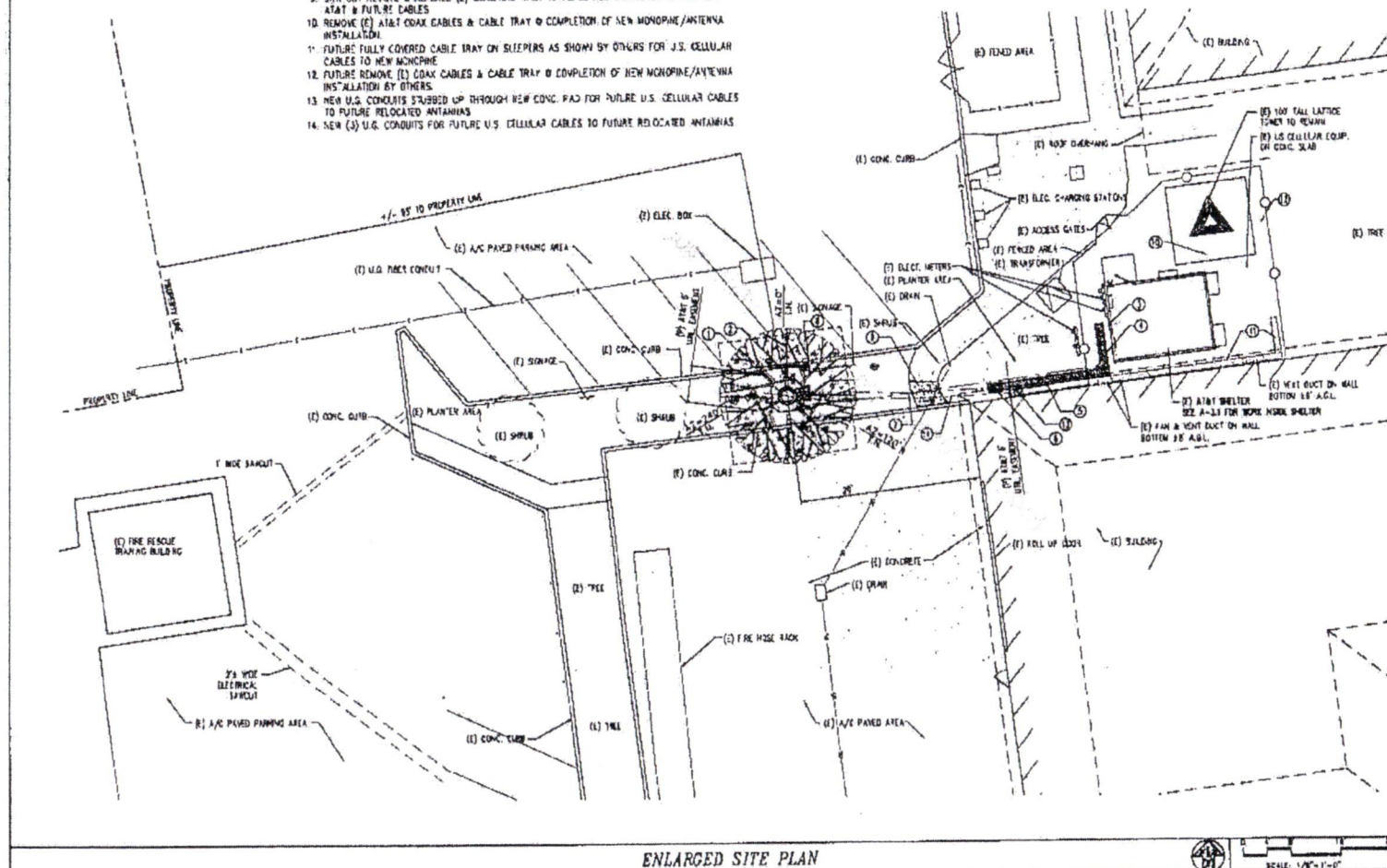
OVERALL SITE PLAN

A-1.1 0

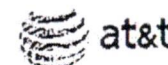
KEY NOTES

1. NEW 10" STEEL W/HP/PIPE TO BE PLACED IN (E) PLANTER AREA AS SHOWN (SEE DETAIL 27A-3 FOR ANTENNA DETAIL)
2. APPROX. OUTLINE OF NEW MONOPHORE FOUNDATION
3. NEW PER-PAB CABLE PORT TO BE INSTALLED IN (E) SHELTER WALL @ (E) PORT K.O. (SEE DETAIL 27A-31 FOR SHELTER WORK)
4. NEW CABLE COVER AT PORT TO BE INSTALLED ON SLEEPERS AS SHOWN
5. NEW ANTENNA PER CABLES & O.C. CABLES RUN IN NEW CABLE TRAY, U.S. CONDUITS & UP INSIDE NEW W/HP/PIPE
6. NEW U.S. CONDUITS FOR NEW ANTENNA CABLES STRIPPED UP THROUGH NEW CONC. PAD
7. NEW (6) 6" U.S. CONDUITS FOR NEWLY EXTENDED CABLES STRIPPED UP THROUGH NEW CONC. PAD
8. NEW 1/2" S-SHEET METAL S-BROUND TO FULLY ENCLOSE NEW & FUTURE CABLES FROM U.S. CONDUITS TO INSIDE MONOPHORE
9. SAW OUT REMOVE & REPLACE (E) CONCRETE MIX TO PLACE NEW U.S. CONDUITS FOR NEW ANTENNA & FUTURE CABLES
10. REMOVE (E) EXIST. COAX CABLES & CABLE TRAY @ COMPLETION OF NEW MONOPHORE/ANTENNA MAST
11. FUTURE FULLY COVERED CABLE TRAY ON SLEEPERS AS SHOWN BY OTHERS FOR J.S. CELLULAR CABLES TO NEW MONOPHORE
12. FUTURE REMOVE (E) COAX CABLES & CABLE TRAY @ COMPLETION OF NEW MONOPHORE/ANTENNA INSTALLATION BY OTHERS
13. NEW CABLES STRIPPED UP THROUGH NEW CONC. PAD FOR FUTURE U.S. CELLULAR CABLES TO FUTURE RELOCATED ANTENNAS
14. NEW (3) U.S. CONDUITS FOR FUTURE U.S. CELLULAR CABLES TO FUTURE RELOCATED ANTENNAS

NOTE:
SEE DETAIL 2/A-3 FOR AT&T ANTENNA LAYOUT



PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS
SET OF DRAWINGS IS PROPRIETARY
BY NATURE. ANY USE OR
DISCLOSURE OTHER THAN THAT WHICH
RELATES TO PECK SITE-C34 IS
STRICTLY PROHIBITED



2700 WATT AVE
SACRAMENTO, CA 95821

UKIAH DOWNTOWN

350 NEWHART AVE
SALINAS, CA 94562

REV	DATE	DESCRIPTION	BY
1	8-23-13	POX ZDS-CDS	WJ
2	1-7-14	100% ZDS-CDS	WJ
3	5-8-14	100% ZDS-CDS	WJ
4	5-20-14	REV 100% ZDS-CDS	AW
5	5-22-14	REV 100% ZDS-CDS	AW
6	6-13-14	REV 100% ZDS-CDS	WJ
7	7-3-14	REV 100% ZDS-CDS	AW
8	7-10-14	REV 100% ZDS-CDS	AW
9	11-14-14	REV 100% ZDS-CDS	AW

Peek Site-Corn



12652 Earhart Ave. Suite 101
 Auburn, California 95602
 Phone (530) 885-6180
 E-Mail Info@peaksinc.com



SITE # _____ ORG. # _____ DRAWING BY _____

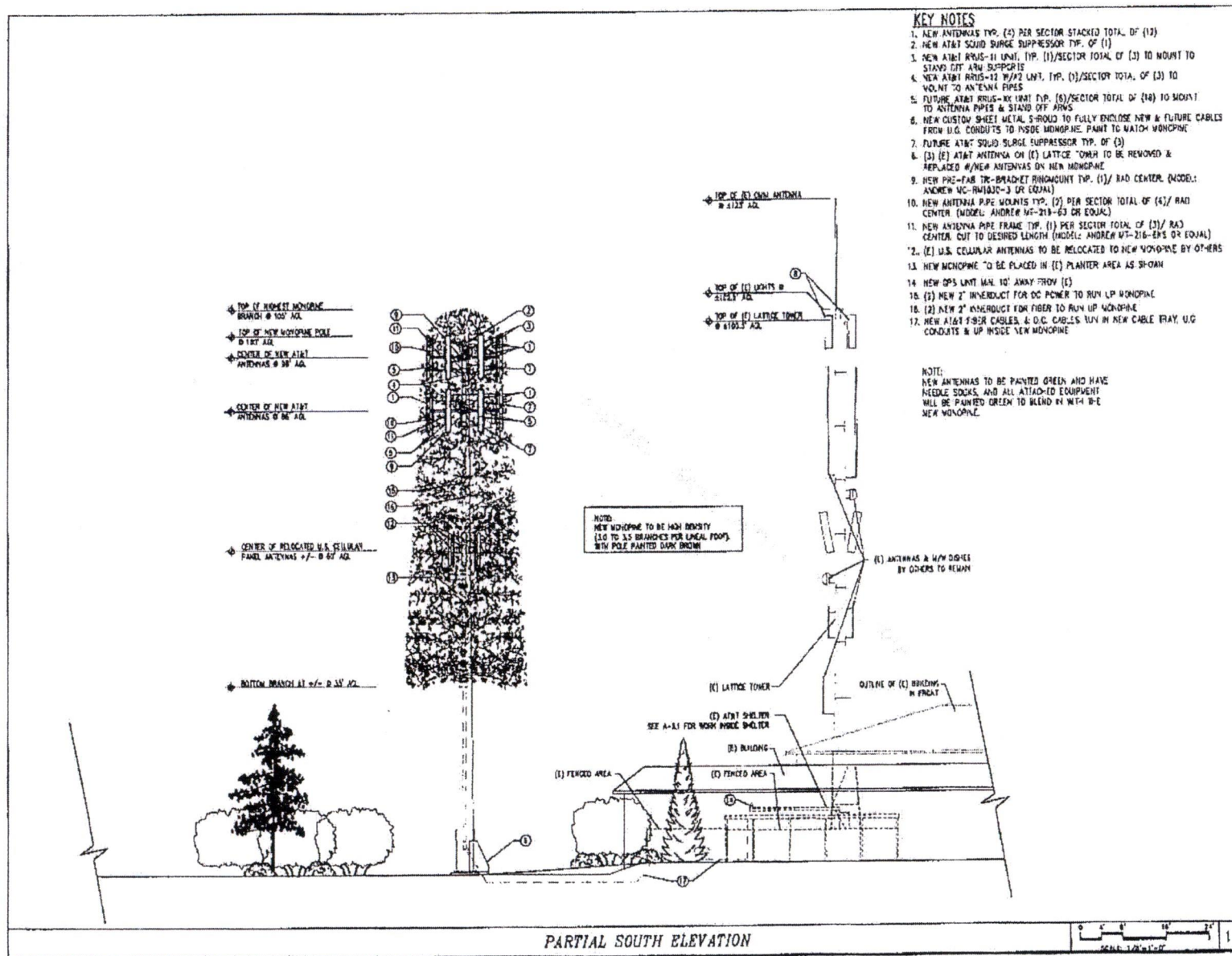
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2000 01

ENLARGED SITE PLAN

8-CTF M1023

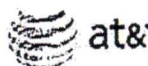
A-1.2 C

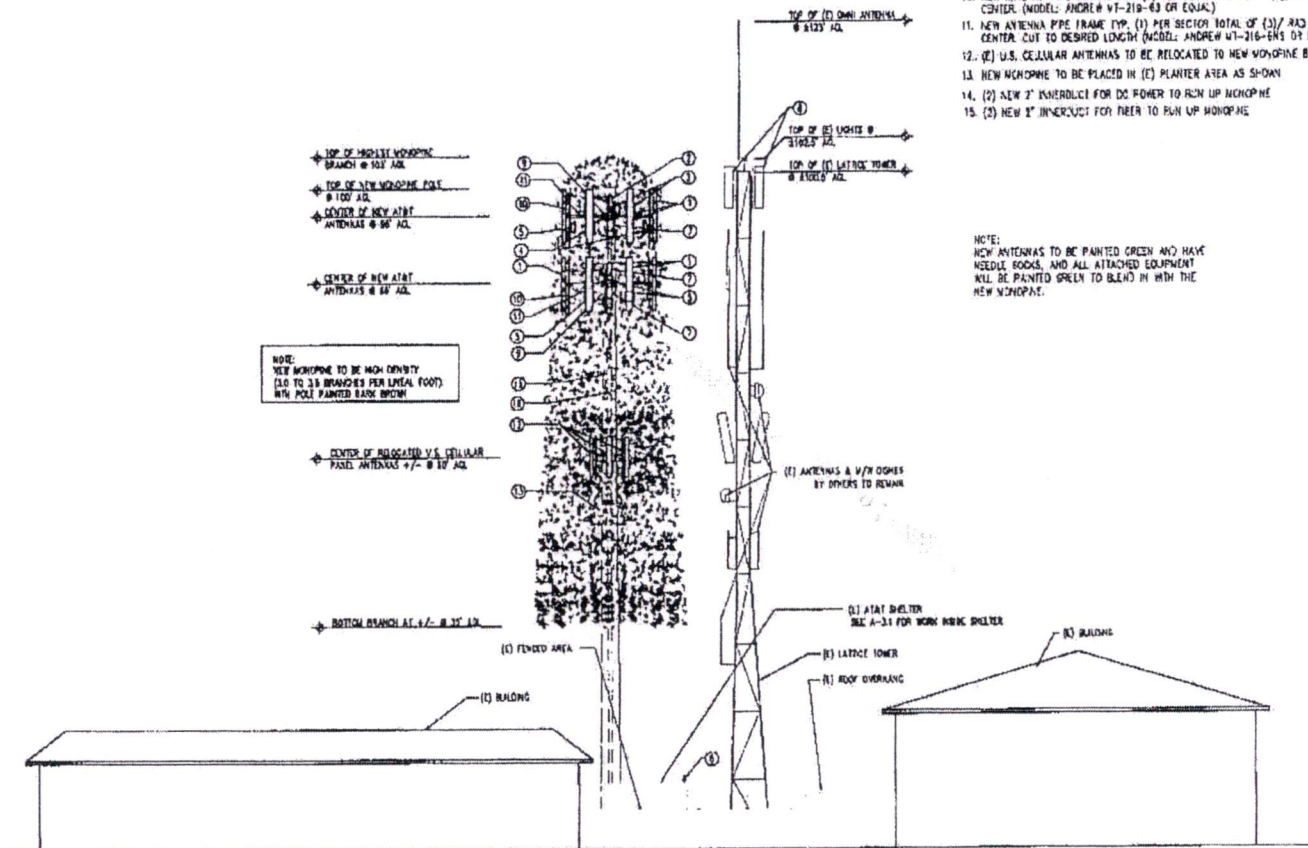


KEY NOTES

1. NEW ANTENNAS TYP. (2) PER SECTOR STACKED TOTAL OF (12)
2. NEW AT&T SOLID SURGE SUPPRESSOR TYP. OF (1)
3. NEW AT&T RHUS-11 UNIT, TYP. (1)/SECTOR TOTAL OF (3) TO MOUNT TO STAND OFF ARM SUPPRESSOR
4. NEW AT&T RHUS-12 W/P2 UNIT, TYP. (1)/SECTOR TOTAL OF (3) TO MOUNT TO ANTENNA PIPES
5. FUTURE AT&T RHUS-12 UNIT TYP. (1)/SECTOR TOTAL OF (14) TO MOUNT TO ANTENNA PIPES & STAND OFF ARMS
6. NEW CUSTOM SHEET METAL S-SHOLD TO FULLY ENCLOSE NEW & FUTURE CABLES FROM U.G. CONDUITS TO INSIDE MONOPINE. PAINT TO MATCH MONOPINE
7. FUTURE AT&T SOLID SURGE SUPPRESSOR TYP. OF (3)
8. (3) (2) AT&T ANTENNAS ON (1) LATTICE TOWER TO BE REMOVED & REPLACED #/NEW ANTENNAS ON NEW MONOPINE
9. NEW PRE-FAB TR-BROADBET RINGMOUNT TYP. (1)/ RAD CENTER. (MODEL: ANDREW MC-RM100-3 OR EQUAL)
10. NEW ANTENNA PIPE MOUNTS TYP. (2) PER SECTOR TOTAL OF (4)/ RAD CENTER. (MODEL: ANDREW MT-210-63 OR EQUAL)
11. NEW ANTENNA PIPE FRAME TYP. (1) PER SECTOR TOTAL OF (3)/ RAD CENTER CUT TO DESIRED LENGTH (MODEL: ANDREW MT-210-63 OR EQUAL)
12. (2) U.S. CELLULAR ANTENNAS TO BE RELOCATED TO NEW MONOPINE BY OTHERS
13. NEW MONOPINE TO BE PLACED IN (1) PLANTER AREA AS SHOWN
14. NEW OPS UNIT MAX. 10' AWAY FROM (1)
15. (1) NEW 2" INNERDUCT FOR DC POWER TO RUN UP MONOPINE
16. (2) NEW 2" INNERDUCT FOR FIBER TO RUN UP MONOPINE
17. NEW AT&T FIBER CABLES & D.C. CABLES RUN IN NEW CABLE TRAY, U.G. CONDUITS & UP INSIDE NEW MONOPINE

NOTE:
NEW ANTENNAS TO BE PAINTED GREEN AND HAVE NEEDLE SOCKS, AND ALL ATTACHED EQUIPMENT WILL BE PAINTED GREEN TO BLEND IN WITH THE NEW MONOPINE.

PROPRIETARY INFORMATION THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO PEER SITE-CDM IS STRICTLY PROHIBITED		
CLIENT:  2700 WATT AVE SACRAMENTO, CA 95821		
PROJECT INFORMATION: UKIAH DOWNTOWN 300 SENATE AVE UKIAH, CA 95428		
REV. NO.	DATE	DESCRIPTION
1	9-25-12	FOR 200-CDS
2	1-7-14	100% 200-CDS
3	8-8-14	100% 200-CDS
4	3-20-14	REV 100% 200-CDS
5	5-22-14	REV 100% 200-CDS
6	8-13-14	REV 100% 200-CDS
7	7-3-14	REV 100% 200-CDS
8	7-18-14	REV 100% 200-CDS
9	11-14-14	REV 100% 200-CDS
COORDINATING (SHEET) Peek Site-Com 12892 Earhart Ave. Suite 101 Auburn, California 95602 Phone (530) 883-8160 E-Mail: info@peeksitecom.com		
SEAL: 		
SHEET NO. CC-00915 ELEVATION SHEET NUMBER: A-2.10		



PARTIAL EAST ELEVATION

KEY NOTES

1. NEW ANTENNAS TYP. (4) PER SECTOR STACKED TOTAL OF (12)
2. NEW AT&T SOLID SURGE SUPPRESSOR TYP. OF (1)
3. NEW AT&T RUS-11 UNIT TYP. (1)/SECTOR TOTAL OF (3) TO MOUNT TO STAND OFF ARM SUPPORTS
4. NEW AT&T RUS-12 W/A2 UNIT TYP. (1)/SECTOR TOTAL OF (3) TO MOUNT TO ANTENNA PIPES
5. FUTURE AT&T RUS-12 UNIT TYP. (6)/SECTOR TOTAL OF (18) TO MOUNT TO ANTENNA PIPES & STAND OFF ARMS
6. NEW GPS UNIT MIN. 10' AWAY FROM (5)
7. FUTURE AT&T SOLID SURGE SUPPRESSOR TYP. OF (3)
8. (3) (8) AT&T ANTENNA ON (7) LATTICE TOWER TO BE REMOVED & REPLACED W/NEW ANTENNAS ON NEW MONOPOLAR
9. NEW PRE-FAB TRI-BRACKET MONOPOLAR TYP. (1)/ RAD CENTER. (MODEL: ANDREW MC-RW1030-3 OR EQUAL)
10. NEW ANTENNA PIPE MONOLITH TYP. (2) PER SECTOR TOTAL OF (6)/ RAD CENTER. (MODEL: ANDREW WT-210-63 OR EQUAL)
11. NEW ANTENNA PIPE FRAME TYP. (1) PER SECTOR TOTAL OF (3)/ RAD CENTER CUT TO DESIRED LENGTH (MODEL: ANDREW WT-216-63S OR EQUAL)
12. (2) U.S. CELLULAR ANTENNAS TO BE RELOCATED TO NEW MONOPOLAR BY OTHERS
13. NEW MONOPOLAR TO BE PLACED IN (7) PLANTER AREA AS SHOWN
14. (2) NEW 2\"/>

NOTE:
NEW ANTENNAS TO BE PAINTED GREEN AND HAVE NEEDLE RODS, AND ALL ATTACHED EQUIPMENT WILL BE PAINTED GREEN TO BLEND IN WITH THE NEW MONOPOLAR.

PROPRIETARY INFORMATION

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CLIENT

2700 WATT AVE
SACRAMENTO, CA 95821

PROJECT INFORMATION

UKIAH DOWNTOWN

300 DEWALT AVE
UKIAH, CA 94945

REV	DATE	DESCRIPTION	BY
1	9-23-13	30K 205-CDS	W1
2	4-7-14	100K 205-CDS	W1
3	5-8-14	100K 205-CDS	JM
4	9-30-14	REV 100K 205-CDS	JM
5	3-22-14	REV 100K 205-CDS	JM
6	6-13-14	REV 100K 205-CDS	W1
7	7-3-14	REV 100K 205-CDS	JM
8	7-18-14	REV 100K 205-CDS	JM
9	11-14-14	REV 100K 205-CDS	JM

COORDINATING ENGINEER

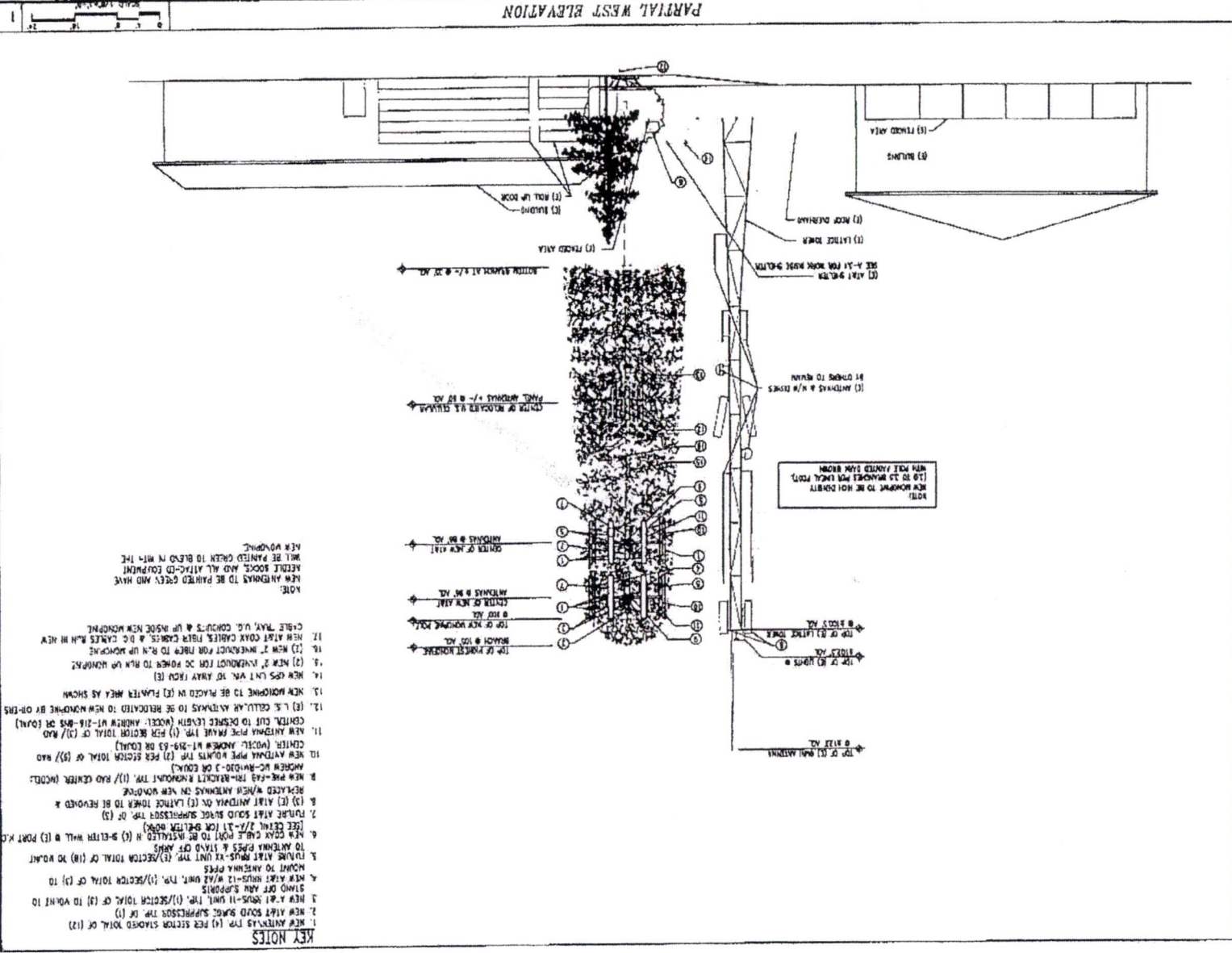
Peck Site-Com

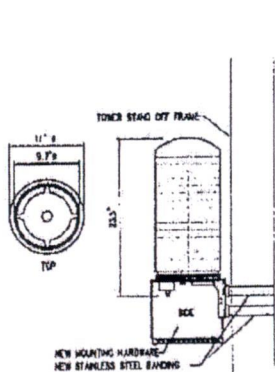
12852 Enshoff Ave, Suite 101
Auburn, California 95602
Phone (916) 863-6160
E-Mail info@pecksitecom.com

SHEET NO.	CC-00015	DATE	W1
SHEET TITLE	ELEVATION		
SHEET NUMBER	REVISED		

A-2.2 0

PARTIAL WEST ELEVATION

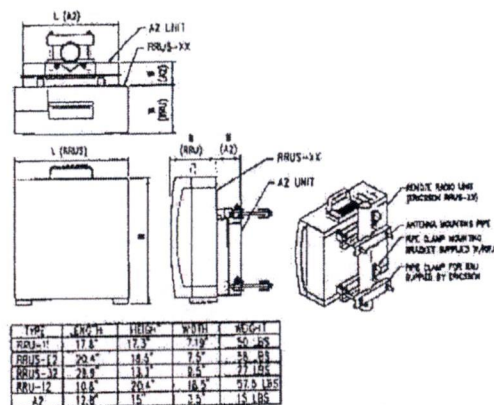




SQUID SURGE SUPPRESSOR DETAIL

SCALE: N.F.B.

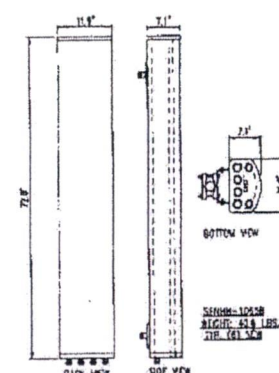
4



RRUS DETAIL

SCALE: N.T.S.

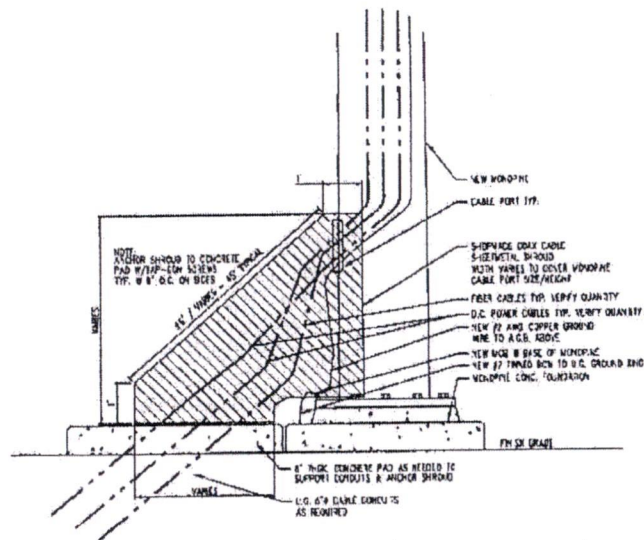
3



NEW ANTENNA DETAIL TYP.

SCAG N.F.B.	1
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1



PROPOSED CONDUIT STUB UP @ CUSTOM SHT. MTL. CABLE SHROUD DETAIL

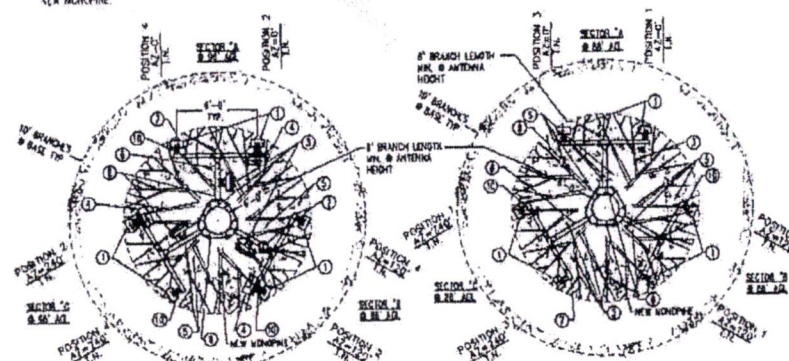
SCALE: N.T.S.

2

NOTE:
NEW ANTENNAS TO BE PAINTED GREEN AND HAVE
NEEDLE SOCKS, AND ALL ATTACHED EQUIPMENT
WILL BE PAINTED GREEN TO BLEND IN WITH THE
NEW MACHOPINE.

- ## KEY NOTES

1. NEW ANTENNA STUB: (1) PER SECTOR STANDED TOTAL OF (12)
2. NEW AIRAT SOUND SUPPLY SUPPRESSOR TYP. OF (1)
3. NEW ARUIS-11 UNIT TYP. (1) PER SECTOR TOTAL OF (3) TO MOUNT TO STAND OF ARW SUPPORTS
4. NEW ARUIS-11 UNIT TYP. (1) PER SECTOR TOTAL OF (3) TO MOUNT TO ANTENNA PILES
5. FUTURE ARUIS-11 UNIT TYP. (6) PER SECTOR TOTAL OF (18) TO MOUNT TO ANTENNA PILES & STAND OF ARWS
6. FUTURE AIRAT SOUND SUPPLY SUPPRESSOR TYP. OF (3)
7. NEW ANTENNA PIPE FRANGE TYP. (1) PER SECTOR TOTAL OF (3) RAD CENTER.
OUT TO DESIGNATED LENGTH (MODEL: ANDREW MT-21A-ONS OR EQUAL)
8. NEW STUB OF ARWS TYP. (1) PER SECTOR TOTAL OF (3) RAD CENTER.
(MODEL: ANDREW MT-183-16 OR EQUAL)
9. NEW PIP-FAB TWO-BRACKET RINGMOUNT TYP. (1) RAD CENTER.
(MODEL: ANDREW VC-18030-3 OR EQUAL)
10. NEW ANTENNA PIPE MOUNTS TYP. (2) PER SECTOR TOTAL OF (6) RAD CENTER.
(MODEL: ANDREW MT-278-83 OR EQUAL)



PROPOSED ANTENNA LAYOUT PLAN

SCALE: N.T.S.

2

PROPRIETARY INFORMATION

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2700 WATT AVE
SACRAMENTO, CA 95821

PROJECT INFORMATION:

UKIAH DOWNTOWN

200 SEVANTH AV
LOCAL 69 9422

REV	DATE	DESCRIPTION	BY
1	6-23-13	REV 203-CDS	WJ
2	6-7-14	100% 205-CDS	WJ
3	6-8-14	100% 205-CDS	WJ
4	9-20-14	REV 100N 205-CDS	AP
5	5-12-14	REV 100M 235-CDS	JM
6	6-13-14	REV 100M 235-CDS	WJ
7	7-3-14	REV 100N 205-CDS	JM
8	7-18-14	REV 100M 235-CDS	WJ
9	8-13-14	REV 100M 235-CDS	AP

COORDINATING ENGINEER

Peek Site-Corn.

12852 Earhart Ave. Suite 101
Auburn, California 95602
Phone (530) 885-6160

E-Mail info@peaksl.com



SITE # _____ CMC _____ DRAWN BY: _____

CCLOUDS	VR1
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2-157 176

SITE PLAN

SHEET NUMBER: _____ REVISION: _____

A-3 0

EXHIBIT 5

MEMORANDUM OF LICENSE

[Memorandum of License Appears on Following Pages]



AGENDA SUMMARY REPORT

SUBJECT: Delegate City Manager Authority to Negotiate and Approve Mutual Aid Agreement for Emergency Assistance Among the City of Ukiah, City of Fort Bragg, City of Willits, City of Point Arena, City of Clearlake, and the City of Lakeport

DEPARTMENT: City Manager /
Admin

PREPARED BY: Traci Boyl, Management Analyst

PRESENTER: Traci Boyl, Senior Analyst

ATTACHMENTS:

1. Mutual Aid - Cities 2022 FINAL

Summary: Council will consider authorizing the City Manager to negotiate and approve a Mutual Aid Agreement for Emergency Assistance Among City of Ukiah, City of Fort Bragg, City of Willits, City of Point Arena, City of Clearlake, and City of Lakeport.

Background: The City participates in numerous formal and informal agreements that enhance public safety and improve resiliency in our community. Several examples of these public safety and resiliency partnerships include an agreement between the City of Ukiah and the Fort Bragg Police Department to provide emergency dispatch services for the Fort Bragg Police Department, an agreement between the City of Ukiah Police Department and Ukiah Unified School District to coordinate School Resource Officers on the campus of Ukiah High School and Pomolita Middle School, and participation in a Voluntary Regional Water Sharing program to improve regional water management.

Discussion: Mendocino County and Lake County are potentially vulnerable to natural and manmade disasters, such as earthquakes, fires, pandemics, droughts, and other emergencies. As such, the cities desire to establish a Mutual Aid Agreement (Attachment 1) for use during an emergency to maximize the utilization of available supplies, distribution facilities, equipment, and personnel to prevent and combat the effects of disasters.

Staff recommends the City Council approve the Mutual Aid Agreement. The Mutual Aid Agreement provides the necessary mechanism to efficiently and effectively provide timely voluntary aid to participating cities in the event of emergencies or extraordinary or unusual circumstances, thereby improving community resiliency and increasing public safety.

Recommended Action: Delegate City Manager authority to negotiate and approve Mutual Aid Agreement for Emergency Assistance Among City of Ukiah, City of Fort Bragg, City of Willits, City of Point Arena, City of Clearlake, and City of Lakeport.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

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

Approved: 
Sage Sangiacomo, City Manager

MUTUAL AID AGREEMENT PROVIDING FOR EMERGENCY
ASSISTANCE AMONG THE CITY OF UKIAH, CITY OF FORT BRAGG, CITY OF
WILLITS, CITY OF POINT ARENA, CITY OF CLEARLAKE, AND THE CITY OF
LAKEPORT

This Mutual Aid Agreement (“Agreement”) is made and entered into by and between the City of Ukiah (“Ukiah”), the City of Fort Bragg (“Fort Bragg”), the City of Willits, and the City of Point Arena in Mendocino County, and the City of Clearlake and the City of Lakeport in Lake County, which may be referred to herein individually as “Party” and collectively as the “Parties.”

RECITALS

1. The Parties recognize that Mendocino County and Lake County are potentially vulnerable to natural and manmade disasters, such as earthquakes, fires, pandemics, droughts and other emergencies. As such, the Parties desire to establish a mutual aid plan for use during an emergency to maximize the utilization of available supplies, distribution facilities, equipment, and personnel to prevent and combat the effect of disasters.

2. Mutual aid is defined as emergency assistance given from one public agency to another, under a prearranged agreement.

3. It is desirable that the Parties should be free to voluntarily aid and assist each other in a timely manner both in preparation for an emergency and in response to any emergency situation, or extraordinary or unusual circumstance, such as in the event of an earthquake, flood, fire, sabotage, riot, pandemic, drought or other emergency in Mendocino County or Lake County (hereinafter referred to as an “emergency” or “unforeseen circumstance”).

4. Such assistance may include the interchange of materials, resources, including potable, non-potable and recycled water (hereafter “resources”), facilities, services, equipment, and personnel to cope with the problems which would arise in the event of a major emergency or unforeseen circumstances.

5. Materials, resources, facilities, services, equipment and/or personnel are provided on the basis that the providing agency can continue operations and simultaneously meet the health and safety needs of its residents and businesses and the receiving agency has, or is about to, exhaust resources required to meet the health and safety needs of its residents and businesses.

6. The Parties are each willing to assume risks due to the use of resources, equipment, materials and personnel furnished by a Party; and

7. To the extent provided herein, the Parties agree to indemnify and hold each other harmless from any liability for injury, illness, or property damage incurred by a Party or its

employees, officers or agents, or by third parties in the course of, or as a result of a Party's activities performed pursuant to this agreement.

8. This Agreement is not intended as a joint use or joint purchasing program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. MUTUAL AID: ADOPTION OF EMERGENCY PLANS. Subject to the terms and conditions of this Agreement, the Parties agree to furnish to each other resources, facilities, personnel, and services to respond to emergencies and unforeseen circumstances in accordance with duly adopted or hereafter duly adopted emergency plans. The Party making a request for mutual aid shall be called a "Recipient" and the Party giving aid and assistance shall be called a "Provider."

1.1 Emergency Plan. The Parties shall develop emergency plans ("Emergency Operation Plans") providing for the effective mobilization of their resources, facilities, and services to respond to any type of emergency.

1.2 Voluntary Participation. No Party to this Agreement shall be liable for its failure or inability to provide, or attempt to provide, assistance to any other Party. It is the intent of the Parties to provide assistance on a strictly voluntary basis. No Party shall be required to lend any items or to unreasonably deplete its own resources, facilities, and services in furnishing such mutual aid.

2. INTENT OF PROVIDER AND RECIPIENT. It is the intent hereof that each Recipient will use the procedures herein established only for emergency situations or unforeseen circumstances requiring resources beyond its existing resources, and only for as long as necessary to respond to those situations or circumstances. Each Provider should assist other Parties to the extent it can do so without detriment to its own needs or impairing its ability to perform its own normal work requirements. If the Provider determines, in its sole and absolute discretion, that its needs are greater than those of the Recipient's, the Provider has first priority and sole authority over its own equipment, personnel, resources and materials.

3. REQUEST FOR AID OR ASSISTANCE. If a Party has an emergency or unforeseen circumstance, it may make a request to any other Party or Parties for emergency assistance under this Agreement. The requesting Party will explain the nature of the circumstance and the type of resources, materials, equipment or personnel expected to be needed. No Party receiving a request for assistance shall be under any obligation to provide assistance nor shall any Party incur any liability for not complying with the request.

3.1 Documentation. In accordance with the Agreement, each requesting and assisting party is required to keep accounting records of the personnel, equipment, and materials

provided under the Mutual Aid Agreement as required by the Federal Stafford Act administered by the Federal Emergency Management Administration (FEMA) and State guidelines. This requirement is to maximize the requesting agencies reimbursement of costs expended to receive mutual aid. Each party to the Agreement should become thoroughly familiar with those federal and state accounting requirements and pre-establish emergency management procedures and training of their personnel to carefully document all costs of labor, equipment and personnel, including administrative costs,

as these records may be needed for federal and state emergency assistance funding application requirements and must be available to the Provider/Recipient within 30 days of the resolution of the emergency.

3.1.1 Documentation shall include one or more of the following, as applicable: (1) photographs of damage and repairs; (2) documentation of insufficient resources; (3) documentation of the type or amount of equipment, resources, or materials provided; (4) notes on damage and repairs; (5) clippings of press reports; (6) a record of all expenditures, including timecards and logs documenting equipment hours; (7) a record of all pertinent conversations about specific damages and/or repairs to damaged facilities; (8) retained receipts, invoices, statements, and other relevant paperwork for services rendered by a contractor or vendor; and (9) any other documents reasonably requested by a Provider or a Recipient or any state or federal agency regulating the emergency service or reimbursing the costs thereof.

3.1.2 Books, documents, papers, accounting records, and other evidence pertaining to costs incurred or compensation provided under this Agreement shall be maintained by each Party and made available at all reasonable times for four (4) years from the date of payment for inspection by another Party or state or federal agencies regulating or reimbursing expenses incurred in providing mutual aid under this Agreement.

3.2 Procedures for Providers. A Provider may require a Recipient to comply with procedures adopted by the Provider in its Emergency Plan to document requests made hereunder.

4. CONTROL SAFETY SUPERVISION AND RECALL. It is expressly understood that the Recipient, in whose jurisdiction the incident requiring mutual aid has occurred, shall remain in charge for such incident, including the schedule of the work and the direction and supervision of such personnel and equipment provided to it through the operation of this Agreement. Safe work procedures and practices shall be observed by a Provider. Employees lending assistance to a Recipient will not be asked to perform tasks which could lead to reasonably foreseeable to injury or illness. Equipment shall be operated according to standards and procedures, if any, provided by the Provider at the time such equipment is provided. A Provider may recall any equipment, personnel, or unused materials or supplies at any time, but shall give the Recipient as much notice as practical prior to such recall.

5. CHARGES FOR MATERIALS, RESOURCES, PERSONNEL, AND EQUIPMENT.

5.1 Materials. All materials borrowed but not utilized shall be returned to the Provider in the same condition as they were when they were borrowed. The Recipient shall pay the Provider either the purchase or replacement cost (whichever is higher) for all materials obtained, utilized, and not returned under this Agreement with the prior approval of the Provider, the Recipient may replace materials and return them to the site of the Provider as soon as practical instead of making payments.

5.2 Resources. The Recipient shall pay the Provider for the use of resources in an amount agreed upon by the Recipient and Provider. Such charge shall be approximately the fair market value but it should reflect a return to the Provider sufficient to reimburse for the costs of production or treatment.

5.3 Personnel. The Recipient shall pay the Provider's cost of salaries for the time spent by all personnel in assisting the Recipient, including a provision for overtime, vacation, holidays, sick leave, insurance, retirement, payroll taxes, and other direct salary costs. No overhead costs shall be included.

5.4 Equipment and Facilities. The Recipient shall pay the Provider for the use of equipment and facilities in an amount agreed upon by the Recipient and Provider. Such charge shall be approximately the fair market value- rental charge but it should reflect a return to the Provider sufficient to reimburse for the costs of ownership and operation. Unless otherwise arranged, the default rate for equipment is the current Federal Emergency Management Agency (FEMA) reimbursement rate.

The Recipient shall return all equipment and facilities in undamaged condition, subject to reasonable wear and tear. If equipment and/or facilities are damaged, the Recipient shall pay the cost of repair. If equipment is damaged beyond repair, it shall be replaced by the Recipient with new or comparable used equipment, acceptable to the Provider. The Recipient shall not be responsible to repair pre-existing damage on equipment or facilities.

5.5 Invoicing and Payment. The Provider shall provide the Recipient a detailed invoice for the cost of the mutual aid services. The invoice will include assigned personnel classification, dates and hours worked (copy of timesheet/cards and FEMA Form 214's if not collected by the requested agency), hourly billing rates (including force labor breakdown), equipment used, materials provided, and a summary of total costs incurred. The Recipient shall notify the Provider of any dispute of the information in the invoice within thirty (30) days of receipt. The Parties will cooperate to resolve any disputes before resorting to legal remedies.

The Recipient shall pay the Provider within sixty (60) days of receipt of the invoice for any undisputed charges or within fifteen (15) days after resolution of any disputed charges. By mutual consent, the Provider and Recipient may agree to an alternate payment schedule and/or charges in consideration of federal and/or state reimbursements or other factors.

6. INDEMNIFICATION.

6.1 Indemnity for Requested Assistance. To the fullest extent provided by law, each Recipient shall fully indemnify and hold the Provider and its elected officials, officers, employees, contractors, authorized volunteers and agents ("Indemnified Parties") harmless from any liabilities, claims, demands, causes of action, costs, expenses, losses or damages, including attorney's fees and expert witness fees (collectively, "Claims") arising out of, or occurring during or in the course of the provision of assistance under this Agreement. Recipient shall assume on behalf of the Provider, the defense of any Claims in which liability is sought to be imposed on the Provider or shall reimburse the Provider for all reasonable costs of defending or responding to such action, claim or demand, including reasonable attorneys' fees. Notwithstanding the above, Recipient shall have no obligation to indemnify, defend, or hold harmless the Indemnified Parties to the extent the Claims are caused by the negligence, recklessness, or willful misconduct of an Indemnified Party. Obligations arising out of this section shall survive the termination or withdrawal from this Agreement by a Party hereto.

6.2 Liability for Joining. In the event of any Claims of whatever kind or nature arising out of the rendering of assistance pursuant to this Agreement, the Parties involved in rendering or receiving assistance agree to indemnify and hold harmless, to the fullest extent permitted by law, each signatory to this Agreement, whose only involvement in the transaction or occurrence which is the subject of such Claims, is the execution and approval of this Agreement. Such indemnification shall include indemnity for all Claims, including but not limited to Claims for personal injury and property damage.

7. WORKERS' COMPENSATION AND EMPLOYEE CLAIMS; EMPLOYER RESPONSIBILITIES.

Notwithstanding any provision of this Agreement, it is the intent of the Parties that, to the fullest extent permitted by law, any employee of a Provider that provides labor pursuant to this Agreement, is performing the labor within the course and scope of employment for Provider and, therefore, will be covered by Provider's workers' compensation insurance coverage during performance of any labor provided under this Agreement. Without limiting the generality of Section 6.1, the Provider shall indemnify and hold the Recipient and its elected officials, officers, employees, contractors, authorized volunteers and agents harmless from any and all Claims for personal injury or death incurred by such officers, employees or agents while engaged in carrying out their duties, functions or activities under this Agreement, except to the extent the Claims are caused by the negligence, recklessness, or willful misconduct of an Indemnified Party.

Each Party shall pay all wages, salaries, and other amounts due to its employees and agents in connection with any and all services performed under this Agreement and as required by law. Each Party shall be responsible for all reports and obligations respecting their own employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of any other Party for any purpose.

8. INSURANCE. Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations. Without in any way affecting the indemnity herein provided and in addition thereto, each Party shall secure and maintain throughout the Agreement the following types of insurance, including coverage through a pooled risk joint powers agency with limits as shown.

8.1 Workers' Compensation: A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of each Party and all risks to such persons under this Agreement.

8.2 Comprehensive General and Automobile Liability Insurance: This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).

8.3 Additional Named Insured: All policies, and/or memoranda of coverage, except Workers' Compensation, shall contain additional endorsements naming each Party and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of each Party's performance hereunder.

8.4 Policies Primary and non-Contributory: All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by each Party.

9. EXECUTION AND EFFECTIVE DATE. This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which shall constitute one and the same instrument. Electronic signatures or signatures on copies transmitted by email or telefax shall have the same force and effect as original signatures and any copy of this Agreement with executed counterparts so transmitted shall be admissible in any administrative or judicial proceeding as evidence of the Parties' agreement. Each Party shall, upon approval of this Agreement, forward a certified copy of its resolution or other action approving the Agreement to all other Parties.

10. TERMINATION NOTICE. This Agreement shall remain operative and effective as between each and every Party that has heretofore or hereafter approved or executed this Agreement until participation in this Agreement is terminated by the Party. A Party which no longer desires to participate shall, by resolution or other action, give notice terminating its participation in this Agreement to all other Parties. This Agreement is terminated as to such party 30 days after notice to all Parties has been given.

11. AGREEMENT BINDING. This Agreement shall be binding upon and inure to the benefit of the Original Signatory Parties and all parties who may subsequently enter into this Agreement, and their successors and assigns.
12. THIRD PARTY RIGHTS. This Agreement is only for the benefit of the Parties as municipal or local government entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.
13. SEVERABILITY. In the event that any one or more phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.
14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Venue shall be in the state courts located in Mendocino County. In the event any Party seeks to change venue under Code Civ. Proc. §394, the Parties agree to waive the right to a jury trial and stipulate to the appointment of an out-of-county judge by the Judicial Council to hear the case in Mendocino County.
15. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a written agreement signed by each of the Parties hereto.
16. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is specifically provided in writing.
17. Addition of Signatory Parties: Additional cities, special districts, or other government agencies in Mendocino County or Lake County may become parties to this agreement with the approval of the Original Signatory Parties by duly approving and executing this Agreement in accordance with Section 9. The city managers of the Original Signatory Parties are hereby delegated the authority by their respective governing bodies to approve the addition of a party or parties to this Agreement.

SIGNATURES ON THE FOLLOWING PAGE(S)

IN WITNESS WHEREOF, each of the Parties have caused this Mutual Aid Agreement to be executed by its authorized agent or official evidencing the consent of its legislative body hereto.

APPROVED:

City of Willits

City of Point Arena

By: _____
Brian Bender, City Manager

By: _____
Paul Anderson, City Manager

Dated: _____

Dated: _____

City of Ukiah

City of Fort Bragg

By: _____
Sage Sangiacomo, City Manager

By: _____
Sarah McCormick, Interim City
Manager

Dated: _____

Dated: _____

City of Clearlake

City of Lakeport

By: _____
Alan Flora, City Manager

By: _____
Kevin Ingram, City Manager

Dated: _____

Dated: _____



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings During a Proclaimed State of Emergency Due to the COVID-19 Pandemic.

DEPARTMENT: City Attorney

PREPARED BY: Darcy Vaughn, Assistant City Attorney

PRESENTER: Consent Calendar

ATTACHMENTS:

1. AB 361 Findings Reconsideration for All Legislative Bodies

Summary: The City Council will consider adopting a resolution reconsidering the circumstances of the state of emergency and implementing teleconferencing requirements for public meetings of the Council and all City Commissions and Boards during the current state of emergency due to the COVID-19 pandemic.

Background: The City Council is being asked to consider adopting a resolution authorizing continued remote meetings of the Council and its subordinate legislative bodies due to the imminent risk to the health and safety of attendees due to possible transmission of COVID-19 and the recent spread of variants. The current County health orders strongly recommends masking in all indoor facilities due to health and safety concerns. COVID-19 is highly transmissible in indoor settings and requires multi-component prevention strategies to reduce its spread. The California Department of Public Health is currently investigating the length of vaccine protection. The Center for Disease Control and Prevention recommends avoiding indoor spaces that do not offer fresh air from the outdoors as much as possible. Returning to meeting in the Council Chambers or smaller conference rooms means being in an enclosed space for meetings that commonly last for one to five hours and would seem to create additional exposure for participants to a possible transmission of the virus.

The Ralph M. Brown Act ("Brown Act") requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings. The Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so, including allowing public access to that location. On March 17, 2020, in order to address the need for public meetings during the COVID-19 pandemic, Governor Newsom issued Executive Order No. N-29-20, temporarily suspending the Brown Act's teleconferencing requirements, Executive Order No. N-8-2 then continued the suspension of the Brown Act's teleconferencing requirements from June 11, 2021 through September 30, 2021. These Executive Orders allowed legislative bodies to meet virtually as long as certain notice and accessibility requirements were met.

The State Legislature amended the Brown Act through Assembly Bill No. 361 ("AB 361") on September 16, 2021. As with the Executive Orders, AB 361 requires that certain notice and accessibility requirements continue to be met for holding virtual public meetings. In addition, AB 361 states that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Brown Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing.

As such, Staff recommends that the Council reconsider the circumstances of the state of emergency, and make findings regarding the state of emergency by adopting the Resolution Implementing Teleconferencing

Requirements for City Council and Board and Commission Meetings During a Proclaimed State of Emergency Due to the COVID-19 Pandemic ("Resolution") attached here as Attachment 1.

Discussion: AB 361, codified in part in Government Code § 54953, allows a local agency legislative body to hold a public meeting utilizing teleconferencing without giving public access to a teleconference location but allowing public comment virtually if the Governor has proclaimed a State of Emergency and any of the following circumstances also apply:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The meeting is being held for the purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

As amended by AB 361, Government Code § 54953(e)(3) requires cities that are conducting public meetings via teleconferencing during a declared State of Emergency to make findings, within 30 days of the first virtual meeting after AB361 going into effect, and every 30 days thereafter, that the legislative body has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, and/or 2) State or local officials continue to impose or recommend social distancing.

Council adopted these findings at their July 20, 2022 meeting. The Council must now adopt, via this Resolution (Attachment 1), the findings that confirm the circumstances of the state of emergency and justify holding public meetings of the Council and all subordinate commissions, boards, and committees utilizing teleconferencing and allowing public comment virtually, pursuant to Government Code § 54953(e)(3).

Given recent modifications to the health order, Staff is currently utilizing and fine-tuning a hybrid meeting option that allows for in-person and remote participation in an effort to accommodate all needs and choices. Staff will be working with the Mayor to coordinate continued implementation.

Recommended Action: Adopt a Resolution of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings during a Proclaimed State of Emergency Due to the COVID-19 Pandemic.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: City Clerk

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2022-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH IMPLEMENTING
TELECONFERENCING REQUIREMENTS FOR CITY COUNCIL AND BOARD AND
COMMISSION MEETINGS DURING A PROCLAIMED STATE OF EMERGENCY DUE TO THE
COVID-19 PANDEMIC**

WHEREAS:

1. The City of Ukiah is committed to preserving and nurturing public access and participation in meetings of the City Council and its Boards and Commissions; and
2. All meetings of City's legislative bodies are open and public, as required by the Ralph M. Brown Act, so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business;
3. The Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so; and
4. On March 17, 2020, in order to address the need for public meetings during the present public health emergency, i.e. the COVID-19 Pandemic, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and
5. On June 11, 2021, Governor Newsom issued Executive Order No. N-8-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and
6. The State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361) on September 16, 2021; and
7. AB 361, codified in part at Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and
8. Such conditions now exist in the City, specifically, the Governor has proclaimed a state of emergency exists for the state of California due to the conditions caused by the COVID-19 pandemic and the impact on the health and safety of its residents; and
9. The Omicron BA.5 variant is highly transmissible in indoor spaces, the California Department of Public Health is currently investigating how long vaccine protection lasts, and the Center for Disease Control and Prevention recommends avoiding indoor spaces that do not offer fresh air from the outdoors;
10. Current County health orders impose or measures to promote social distancing due to health and safety concerns; and

11. In accordance with Assembly Bill 361, the City Council does hereby find that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees and the Council desires to authorize continued remote teleconferenced meetings of its legislative bodies; and
12. As a consequence of the local emergency, the City Council does hereby find that the legislative bodies of the City shall conduct their meetings without compliance with Government Code § 54953(b)(3), as authorized by § 54953(e), and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in § 54953(e)(2); and
13. The City has taken measures to conduct public meetings via virtual tools that allow members of its legislative bodies and members of the public to join and participate in meetings remotely and provide public testimony in the virtual environment and via teleconference.

NOW, THEREFORE, the City Council for the City of Ukiah hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true and correct and incorporates them by this reference; and
2. The Governor of the State of California issued a Proclamation of State of Emergency, which remains in effect; and
3. County of Mendocino officials have imposed or recommended measures to promote social distancing; and
4. Meeting in person would present imminent risk to the health or safety of attendees; and
5. The City Council of the City of Ukiah has reconsidered the circumstances of the State of Emergency, and finds that:
 - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the legislative bodies of the City of Ukiah, their staff, and members of the public to meet safely in person; and
 - b. State and County officials continue to impose or recommend measures to promote social distancing.
6. The City Manager or his designee and the legislative bodies of the City of Ukiah are authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code § 54953; and
7. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) September 16th, 2022, or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with paragraph (3) of subdivision (b) of § 54953(b)(3).

PASSED AND ADOPTED this 17th day of August, 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Authorize City Manager to Negotiate and Execute an Antenna Site/Lease Agreement with Ukiah Wireless Powered by Wi-Fiber for the Sole Purpose of Providing High-speed Internet to Ukiah Valley Residents.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Maya Simerson, Project & Grant Administrator

PRESENTER: Maya Simerson, Project and Grant Administrator.

ATTACHMENTS:

1. COU 2122-201 Property Exchange and Development Agree with Exhibits
2. Ukiah Wireless Agreement

Summary: Staff is seeking Council approval to enter into an Antenna Site/Lease Agreement with Ukiah Wireless Powered by Wi-Fiber for the sole purpose of providing high-speed internet to Ukiah Valley residents.

Background: In March of 2022 Council approved an agreement with David Hull for a Property Exchange and Limited Development Agreement (Attachment #1). Inside that agreement in section 1.3.2 (g), it states that the City shall negotiate with Ukiah Wireless (dba Ukiah Wireless Powered by Wi-Fiber, or Lessee) the terms of a written agreement for their continued use of the property for providing high-speed internet to the Ukiah Valley residents.

The site lease premises shall only be used by lessee for the installation of the equipment needed for the transmission and reception of radio communication signals on various licensed and unlicensed frequencies, to provide residents of the Ukiah Valley with high-speed internet access. Per the agreement, the lessee will follow all federal, state and local regulations, licensing requirements, and laws governing the construction, establishment, and operation of radio communication signals and transmission and associated infrastructure.

Discussion: In addition to site use, the lessee agrees to allow the City of Ukiah the right to reserve a service connection at no charge for public safety should the City want or need to install public safety infrastructure at any of lessee's equipment locations. The City acknowledges that any equipment and infrastructure at the premises uses solar power and any additional equipment installed by the City must not over burden the available power. The City reserves the right to install additional solar panels if needed to support additional equipment.

The partially-executed agreement with Ukiah Wireless can be found as Attachment #2 to this staff report.

A fair monthly rate has been agreed upon by both parties. Rent is due to the Lessor on the first of the month. A ten percent (10%) late penalty will be added if not paid within ten (10) business days. Furthermore, at the commencement of the second year and each subsequent year thereafter, the rent for the Premises will increase by the percentage change in the Consumer Price Index (CPI) during the preceding calendar year (January to December) but not to exceed five percent (5%). CPI means the index for all urban consumers (1982-1984 = 100), U.S. City average, all items, published by the United States Department of Labor, Bureau of Labor Statistics. In the event the CPI is discontinued or otherwise not available, "CPI" shall mean such comparable statistics on the purchasing power of the consumer dollar as is reasonably agreed on between Lessor and Lessee.

The term of this agreement is proposed to be for five years with the option for a five-year extension.

Staff recommends that Council approve the City Manager to negotiate and execute an Antenna Site/Lease Agreement with Ukiah Wireless Powered by Wi-Fiber

Recommended Action: Authorize City Manager to negotiate and execute an Antenna Site/Lease Agreement with Ukiah Wireless Powered by Wi-Fiber for the sole purpose of providing high-speed internet to Ukiah valley residents.

BUDGET AMENDMENT REQUIRED: n/a

CURRENT BUDGET AMOUNT: n/a

PROPOSED BUDGET AMOUNT: n/a

FINANCING SOURCE: n/a

PREVIOUS CONTRACT/PURCHASE ORDER NO.: none

COORDINATED WITH: Sage Sangiacomo, City Manager and Lane Charpentier, Ukiah Wireless

Approved: 
Sage Sangiacomo, City Manager

COU 2122-201

PROPERTY PURCHASE-SALE / EXCHANGE AND DEVELOPMENT AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions (“**Agreement**”) is made and entered in Ukiah, California, on March 25, 2022 (“**Effective Date**”) by and between David J. Hull, individually as Trustee of the David J. Hull Living Trust, and D&J Investments, LLC, a California limited liability company (collectively “**Hull**” or “**Developer**”), on the one hand, and the City of Ukiah, a general law municipal corporation (“**City**”), on the other hand.

RECITALS

A. Hull owns approximately 693 acres of real property in or near Ukiah, CA, and the City owns one parcel of real property as depicted on the map attached to this Agreement as **Exhibit A**. The properties owned by Hull are more particularly described in the attached **Exhibit B**. (“**Hull Properties**”). Except for road work, vegetation management, grading, drainage, well drilling, and similar activities, the Hull Properties are undeveloped parcels located in the hills on the west side of the City and outside the City’s current jurisdictional boundaries but partially inside its sphere of influence adopted by the Mendocino Local Agency Formation Commission (“**LAFCo**”) in 1984 (“**Western Hills**”).

B. City owns certain real property depicted on **Exhibit A** and more particularly described in **Exhibit C** attached hereto (“**City Property**”), which is adjacent to the Hull Properties. City also owns two parcels of real property located in the City of Ukiah on the southwest and southeast corners of Gobbi and Orchard Streets (collectively “**Gobbi Properties**”), which are approximately 8/10ths of an acre (the “**Former Substation Property**”) and 9/10ths of an acre (“the **Adjacent Substation Property**”). The Former Substation Property and Adjacent Substation Property are more particularly described in the attached **Exhibits D** and **E**, respectively. The City also owns two parcels of real property assigned AP No’s 003-190-08 & 003-500-19, outlined in blue and orange on **Exhibit A-1** (“**San Jacinta Properties**”). The San Jacinta Properties are more particularly described in **Exhibit F**.¹

C. By this Agreement the parties, among other things, agree to cooperate in and facilitate a project (the “**Ukiah Western Hills Open Land Acquisition and Limited Development**”).

¹ The terms and conditions negotiated by the parties and embraced by this Agreement were based, in part, on the City’s belief and representations that the San Jacinta Properties are comprised of two legal parcels. Preliminary title reports indicate that the San Jacinta Properties consist of one legal parcel with two Assessor’s Parcel Numbers. Further title research indicates that the City Engineer may be able to issue Certificates of Compliance, pursuant to Gov. Code §66499.35, to re-establish the two parcels within the lands comprising the San Jacinta Properties that were established in compliance with the requirements in effect, when those two parcels, or larger parcels of which they were a part, were created. Issued Certificates of Compliance will confirm the compliance of those two parcels and allow for their sale and development. As soon as the City Engineer receives information needed to confirm the prior existence of the two parcels, the City Engineer will issue the Certificates of Compliance, which could be before or after Close of Escrow.

Agreement Project” or **“Project”**) to further the interests of the City in preserving and providing public access to open space in the Western Hills and to develop single-family residential parcels, and the interests of Hull to, among other things, develop and sell those parcels. The Project and Mitigated Negative Declaration was approved by City Council on September 15, 2021. Conditions of approval are included as **Exhibit G**. The Project will, among other things: advance open space preservation; provide possible sites for critical public infrastructure for City utilities, including, but not limited to water tanks to supply and improve the reliability of the City’s water system and electrical resiliency projects for energy production and storage; facilitate the development of single family homes to assist in meeting the goal of increasing by 32 units over the next eight years housing for above moderate income families as required by the Housing Element in the City’s General Plan; and, support the future development of hiking trails and other compatible recreation resources. The Ukiah Western Hills Open Land Acquisition and Limited Development Project will also facilitate the commercial development of the Gobbi Properties.

D. To achieve the goals of the Project under the terms as set forth in this Agreement, the parties, among other things, agree to and intend by this Agreement that:

1. They exchange the Gobbi Properties and San Jacinta Properties for the “Hull Properties (City Portion)”²;

2. The City make a cash payment to Hull of One Million Two Hundred Thousand Dollars (\$1,200,000.00) (**“Payment”**), representing the difference in value between the Gobbi Properties and San Jacinta Properties, on the one hand, and the Hull Properties (less the value associated with Hull’s rights to seven residential parcels therein, as provided in this Agreement), on the other hand;

3. Upon Close of Escrow, the parties perform in accordance with Section 2 of this Agreement (set forth below), including but not limited to:

a. The City shall apply to LAFCo for out of area service agreement(s) and to annex at least a portion of the Hull Properties;

b. Hull shall retain the exclusive right and sole discretion to develop, sell, and retain the entirety of the proceeds from the sale of, up to seven residential parcels to be made part of a private, gated, residential development on approximately 55 acres of land located in the eastern portion of the Hull Properties (**“Hull Residential Parcels,”** the approximate location of which is more particularly described in the attached **Exhibit H**) by, among other things, completing boundary line adjustments of the parcels comprising the Hull Properties and City Property (the

² The sale and exchange does not include all of the Hull Properties. Hull is maintaining ownership and all right, title, and interest in and to the two legal parcels described as Parcels 1 and 2 within the Hull Properties, which lands are part of the properties described in this Agreement as the Hull Residential Parcels. The parcels are labeled as “Par 1” and “Par 2” in Exhibit A attached hereto, and they are more particularly described and shown in Exhibit H attached hereto. The phrase **“Hull Properties (City Portion)”** shall refer to the entirety of the Hull Properties excepting Parcels 1 and 2 as described in this footnote.

Hull Properties and City Property may be collectively referred to in this Agreement as the “**Hull-City Properties**”) as well as parcels not included within such lands to accommodate the development of a single family home and other structures permitted under applicable zoning and other land use laws on each of the Hull Residential Parcels, and to deeded access, and certain road improvements and public or private utilities to those parcels;

c. Hull shall reserve, retain, and/or be granted the exclusive right and power to use nine (9) of the ten (10) legal parcels comprising the Hull-City Properties and to boundary line adjust all ten (10) legal parcels that lie within the Hull-City Properties for purposes of (1) developing and selling up to seven (7) legal parcels in the Hull Residential Parcels for single family residential use and (2) to reconfigure parcels outside of the Hull-City Properties for sale and or development. In doing so, Hull shall have the exclusive right and discretion to cause boundary line adjustments to all ten (10) legal parcels that are situated within the Hull-City Properties to lands both within and outside the Hull-City Properties, all at Hull’s sole expense and with City’s cooperation as may be required, in accordance with this Agreement and as is lawful, leaving City with sole and exclusive ownership and use of one legal parcel encompassing all of the lands comprising the Hull-City Properties that are not part of the Hull Residential Parcels.

d. Hull shall reserve an exclusive easement on the Road (defined below) as it is situated on the Hull Residential Parcels and will convey to the City a non-exclusive easement along said Road for access and utilities as provided in this Agreement for the benefit of the remainder of the Hull Properties and the City Property and Hull shall reserve a non-exclusive access and utilities easement on the Road, including the road’s adjoining segment that branches southerly, for the benefit of the San Jacinta Properties;

e. Upon their acquisition, the City shall retain title to the Hull Properties (City Portion) outside the lands comprising the Hull Residential Parcels (“**Open Space Parcels**”) as undeveloped open space for environmental protection and other public purposes which it has pre-zoned Public Facilities (PF) and upon annexation shall zone the lands comprising the Open Space Parcels as PF and the Hull Residential Parcels as R1-H.

4. Contemporaneous with the Closing, the parties shall record a memorandum or similar instrument, the effect of which is to record, preserve, protect, and provide notice of Hull’s reserved rights and interests in and to the Hull Properties and related matters, including as provided in this Agreement.

[END OF PAGE]

TERMS

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement and the Recitals above, which are hereby incorporated by reference, the parties agree as follows:

1. TRANSFER AND PURCHASE AND SALE OF HULL PROPERTIES, GOBBI PROPERTIES AND SAN JACINTA PROPERTIES

1.1 TRANSFER; PURCHASE & SALE; ESCROW; TITLE.

1.1.1 Transfer, Purchase & Sale. Subject to and in consideration of the terms and conditions in this Agreement:

(a) Hull shall transfer by grant deed all right, title, and interest in and to the Hull Properties (City Portion) to City;

(b) City shall transfer to Hull by grant deed all right, title, and interest in and to the Gobbi Properties and San Jacinta Properties; and,

(c) City shall pay to Hull the Payment of One Million Two Hundred Thousand Dollars (**\$1,200,000**).

Except for that affixed to the land, the properties that are the subject of this Agreement do not include personal property located thereon. Title to the properties shall be transferred on the Closing Date in accordance with the terms and conditions of this Agreement.

1.1.2 Establishment of Escrow; Deposit; Balance of Payments. Within three (3) business days after the Effective Date, the parties shall open an escrow with Redwood Empire Title Company of Mendocino County ("**Escrow Agent**" or "**Title Company**") for the purposes of transferring title to the properties as provided and contemplated in this Agreement. Upon opening escrow, the City shall deposit with the Escrow Agent One Hundred Twenty Thousand Dollars (**\$120,000.00**) ("**Deposit**") representing 10% of the Payment, which shall be applied to the Payment on the date escrow closes, which shall be on or before the date that is thirty (30) days from the Effective Date ("**Closing Date**" or "**Close of Escrow**") unless either party gives written notice that, based on specified good cause, it needs additional time to conduct due diligence, in which case the Closing Date shall extend to no more than sixty (60) days from the Effective Date. The balance of the Payment shall be deposited by City into escrow with the Escrow Agent on or before the Closing Date.

1.1.3 Title Objections. Within ten (10) days following the Effective Date, (a) Hull shall cause Title Company to prepare and deliver to City a current preliminary report on the Hull Properties (City Portion) and City shall cause Title Company to prepare and deliver to Hull a current preliminary title report on the Gobbi Properties and the San Jacinta

Properties, together with copies of all recorded title exceptions shown in the respective title reports, and (b) each party shall deliver to the other copies of any ALTA or other surveys of their respective properties in their respective possession or control. Each party shall bear the cost of preparing the title report on the property it will receive as a result of the transfers under this Agreement. Each party shall have ten (10) days after delivery of those materials to notify the other party in writing of any objections to any title exceptions shown in the respective title reports or any matters reflected on any surveys provided by the party or otherwise obtained by either party. A party's failure to timely provide written disapproval of the exceptions in the respective title reports or matters contained in the survey(s), if any, shall be deemed approval by that party of the exceptions and matters shown in such materials; provided, however, that Hull and City shall be obligated to cause all monetary liens and encumbrances constituting objectionable title exceptions (other than current real property taxes and assessments, not delinquent) to be removed from title of their respective properties (Hull as to the Hull Properties (City Portion) and City as to the Gobbi Properties and the San Jacinta Properties) on or before the Closing Date. If, on or before the Closing Date, either party is unable or unwilling to remove any such objectionable title exceptions from title to the property they are conveying to the other party, the prospective transferee shall either waive its prior disapproval of such objectionable title exceptions in writing and proceed under this Agreement, or terminate this Agreement by written notice to the other party (in which event this Agreement shall terminate without default by either party). The title exceptions and other matters approved as provided in this section are hereinafter referred to as the **"Permitted Exceptions."**

1.2 CONDITION OF PROPERTY.

1.2.1 Deliveries & Investigation. Within ten (10) days following the Effective Date, each party shall deliver to the other party copies of any environmental reports or assessments, geological studies, seismic studies, water reports, timber surveys, soils reports and studies, plans, specifications, drawings, property tax bills, insurance claims, inspection reports, licenses, permits or approvals of governmental authorities, material correspondence with governmental authorities, and other documents, materials and information material to the use and occupancy of the properties that party is transferring under this Agreement (**"Relevant Materials"**), which are in the possession or control of each party. If either party has knowledge of Relevant Materials that are not in its possession or control, within this same time period, said party shall notify the other party of their existence and possible location. Either party may also conduct its own tests and investigation into the properties that party is obtaining under this Agreement, both physical and non-physical and including, but not limited to, zoning, regulations, matters contained in searchable files of the County of Mendocino or the City of Ukiah and the items addressed below in section 1.2.2, and is hereby advised to do so. Each party shall have ten (10) days from the receipt of the Relevant Materials to review the other party's deliveries and disclosures and to conduct its own tests and investigation and to give written notice to the other party of any unacceptable conditions. Throughout the term of this Agreement until the Closing Date, each party shall also deliver to the other party such other documents, materials and information relating to its property as said party is obligated to deliver to the other party under applicable law. If Relevant Materials are discovered or generated after the required delivery date for such materials prescribed above, the party who would otherwise be obligated to deliver such materials to the other party shall promptly deliver the after-discovered or generated material to

the other party, and the recipient party shall have five (5) days from the date of delivery to review it and give written notice to the delivering party of any unacceptable conditions. The City acknowledges prior receipt of Relevant Materials from Hull concerning the Hull Properties as of December 21, 2019; Hull shall deliver any additional Relevant Materials regarding such properties to the City within the referenced ten (10) day timeframe.

1.2.2 Inspection of Property. As of the Effective Date, each party shall afford the other party and its agents, consultants and representatives, access to its respective properties at all reasonable times for the purpose of allowing the other party to inspect and conduct studies thereof. Each party shall reasonably cooperate with the other party in entries onto, and inspections and studies of its properties. Each party shall indemnify and hold the other party harmless from any claims, demands, liabilities, costs, damages, or expenses based on injuries to persons, including death, and damage to real or tangible personal property, caused by the other party's inspections, investigations, studies, and testing of the property it is to receive under this Agreement. Said indemnification shall include the costs of defense, including attorney's fees and litigation expenses. For the time either party has access to and a right to inspect the other party's properties, the City shall furnish Hull with a copy of the currently effective Memorandum of Coverage ("MOC") from California Intergovernmental Risk Authority ("ICRA"), and shall also provide an endorsement or equivalent document, which shall name Hull as an additional insured (or similar designation) under the MOC, and Hull shall provide the City with proof of insurance in accordance with **Exhibit I**, attached hereto. Either party's direct obligation to indemnify the other party only applies to the extent ICRA or Hull's insurer fails to provide full coverage to the other party as an additional insured. Either party shall have fifteen (15) days from the Effective Date to conduct physical inspections as provided herein, as well as any non-physical inspections and examinations into the properties that party is to acquire under this Agreement, and to give written notice to the other party of any unacceptable conditions, including any applicable or required Phase I Environmental Study.

1.2.3 Either party shall be deemed to have waived, and thereby approved, any disapproval or objection to the condition of the properties that party is to obtain under this Agreement, unless it has given the other party written notice of those disapprovals or objections within the time periods described in sections 1.2.1 and 1.2.2 above; this includes any Phase I Environmental Study. If either party disapproves or objects to a condition within the applicable time periods prescribed by this Agreement, the other party may elect, but is not required, to remedy the disapproved or objectionable condition to objecting party's satisfaction prior to the Close of Escrow in which case any such condition shall be deemed satisfied; otherwise, each party's sole remedy shall be to (a) waive the condition or (b) terminate this Agreement, which shall, in that event, be deemed without default by either party.

1.2.4 Hull's Representations and Warranties. Subject to and other than as may be disclosed by the title reports, surveys, documents, information, and within the scope of permissible testing, studies, and investigations referenced in Sections 1.1.3 through 1.2.3, in the "**Easement, Road Access, and Maintenance Agreement**" entered by the parties and Adonis and Sarah Noguera contemporaneous herewith, or in Mendocino County Superior Court case numbers SCUK CVG 18-71292 and SCUK CVG 18-71805 ("**the Actions**"), all of which constitute Relevant Materials, Hull hereby makes the following representations and

warranties to City, to the best of Hull's knowledge without investigation, which representations and warranties shall be effective and enforceable as of the Effective Date, and (b) shall survive the Closing Date and continue thereafter, and, City otherwise acknowledges and agrees that Hull makes no other representations, warranties or covenants as to the Hull Properties.

(a) Except as provided in this Agreement, on the Close of Escrow no parties will be in occupancy of the Hull Properties (City Portion) or hold any possessory right in or to the Hull Properties (City Portion), or any portion thereof, other than Hull and Ukiah Wireless.

(b) Other than Ukiah Wireless and as provided in section 2.2.5(b), on the Close of Escrow: no parties will possess any option to purchase or lease, or any right of first refusal to purchase or lease, the Hull Properties (City Portion) or any portion thereof; there are no unrecorded leases, occupancy agreements, easements, rights-of-way, restrictive covenants, liens, encumbrances, claims or other adverse rights affecting the Hull Properties (City Portion) or any portion thereof; and there are no unrecorded agreements or obligations relating to the Hull Properties (City Portion) which will be binding upon City following the Closing Date, except as provided in this Agreement.

(c) The Hull Properties (City Portion) are not now, and have not been at any time in the past, a site or location for the use, generation, production, manufacture, treatment, storage, disposal, discharge, release or transportation of Hazardous Materials (as defined in this Agreement); the Hull Properties (City Portion) are in full compliance with all Hazardous Materials Laws (as defined in this Agreement); there are no existing or former agreements or pending or threatened proceedings regarding Hazardous Materials on the property; there are, and have been, no underground or above ground storage tanks installed on or under, or removed from, the property containing or having contained Hazardous Materials; and, Hull has no knowledge that any property adjoining the Hull Properties (City Portion) contains or may contain Hazardous Materials. For the purposes of this Agreement, "**Hazardous Materials**" shall mean any oil or petroleum products, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials or other hazardous or toxic substances, material or waste which is or becomes regulated by any federal, state or local governmental authority; and "**Hazardous Materials Laws**" means all federal, state and local statutes, ordinances, rules and regulations relating to Hazardous Materials, including those pertaining to health, safety, industrial hygiene or the environment, such as, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, and any similar state laws.

(d) Hull has previously delivered to City, or within the period of time provided for in this Agreement shall deliver to City, true, correct and complete copies of all environmental reports or assessments, geological studies, seismic studies, water reports, timber surveys, soils reports and studies, plans, specifications, drawings, property tax bills, insurance claims, inspection reports, licenses, permits or approvals of governmental authorities, material correspondence with governmental authorities, and other material documents, materials and information relating to the Hull Properties (City Portion) which are in Hull's possession or control or known by Hull to exist.

(e) The Hull Properties (City Portion) are not located in a special flood hazard area or flood plain, and there are no wetlands located on the Property.

(f) There is no litigation pending in any court or, to the best of Hull's knowledge, threatened with respect to the Hull Properties (City Portion) or the transaction contemplated by this Agreement, but this disclosure shall not prevent City from refusing to close escrow, if the Actions have not been resolved to City's satisfaction prior to the Closing date (the fully executed Easement, Road Access, and Maintenance Agreement and the Settlement Agreement between Hull and the Nogueras shall constitute resolution of the Action satisfactory to City).

(g) Hull has not received any other notice that the Hull Properties (City Portion) maintain a condition that violates the provisions of any currently applicable law, code, ordinance, regulation, order, decree or other governmental requirement.

(h) Hull has full power and authority to enter into this Agreement and the persons signing this Agreement for Hull, if Hull is not an individual, have full power and authority to sign for Hull and to bind it to this Agreement and to sell, transfer and convey all right, title and interest in and to the Hull Properties (City Portion) in accordance with this Agreement. All proceedings required to be taken by or on behalf of Hull to authorize it to make, deliver and carry out the terms of this Agreement have been duly and properly taken. No further consent of any person or entity is required in connection with the execution and delivery of, or performance by Hull of its obligations under, this Agreement. Neither the grant of the option herein nor performance by Hull of Hull's obligations hereunder will violate or constitute an event of default under the terms and provisions of any material agreement, document or instrument to which Hull is a party or by which Hull is bound and/or to which the Hull Properties (City Portion) is subject, including any deed of trust or mortgage.

(i) As to the Hull Properties (City Portion): there are no encumbrances or liens against the properties, including, but not limited to, mortgages or deeds of trust that shall survive the Close of Escrow; Hull is not in default of any obligation under any mortgage or deed of trust affecting the properties; there are no other actual or impending, nor does Hull have knowledge of any potential, public improvements or private rights or actions which will result in the creation of any liens upon the properties, including public assessments or mechanics liens; there are no encroachments by third parties on the properties and the properties do not encroach upon the property of any third party.

(j) No other notices of violation of any ordinance, rule or regulation relating to the Hull Properties (City Portion) or Hull (in relation to such properties) have been issued to, served upon, received by or entered against Hull.

(k) The parcels comprising the Hull Properties (City Portion) comply or will comply prior to Closing with the California Subdivision Map Act (Government Code Section 66410, et seq), if and to the extent it is applicable, and any applicable local City or County codes and ordinances and other legal requirements. Hull is authorized, pending the Close of Escrow and as provided in Section 2 of this Agreement, to file for or complete any Boundary Line Adjustments or other filings or actions required to reconfigure the Hull Properties interior and / or exterior boundaries, including as approximately shown on page two of the map attached

hereto as **Exhibit J**.

Other than the representations and warranties contained in this Agreement, Hull makes no warranty or representation, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. City acknowledges it is acquiring title to the Hull Properties (City Portion) **"AS IS."**

1.2.5 City's Representations and Warranties. Subject to and other than as may be disclosed by the title reports, surveys, documents, information, and within the scope of permissible testing and investigations referenced in Sections 1.1.3 through 1.2.3, or in the Easement, Road Access, and Maintenance Agreement, all of which constitute Relevant Materials, City hereby makes the following representations and warranties to Hull, to the best of City's knowledge without investigation, which representations and warranties (a) shall be effective and enforceable as of the Effective Date, and (b) shall survive the Closing Date and continue thereafter, and Hull otherwise acknowledges and agrees that City makes no other representations, warranties or covenants as to the Gobbi Properties or San Jacinta Properties:

(a) No parties are in occupancy of the Gobbi Properties or the San Jacinta Properties or hold any possessory right in or to the Gobbi Properties or San Jacinta Properties, or any portion thereof, other than City.

(b) No parties possess any option to purchase or lease, or any right of first refusal to purchase or lease, the Gobbi Properties or the San Jacinta Properties or any portion thereof; there are no unrecorded leases, occupancy agreements, easements, rights-of-way, restrictive covenants, liens, encumbrances, claims or other adverse rights affecting the Gobbi Properties, the San Jacinta Properties, or any portion thereof; and there are no unrecorded agreements or obligations relating to the Gobbi Properties or the San Jacinta Properties which will be binding upon Hull following the Closing Date.

(c) Except as otherwise expressly stated herein or in any separate written disclosure furnished to Hull prior to the Closing Date, the Gobbi Properties and the San Jacinta Properties are not now, and have not been at any time in the past, a site or location for the use, generation, production, manufacture, treatment, storage, disposal, discharge, release or transportation of Hazardous Materials (as defined in this Agreement); the Gobbi Properties and San Jacinta Properties are in full compliance with all Hazardous Materials Laws (as defined in this Agreement); there are no existing or former agreements or pending or threatened proceedings regarding Hazardous Materials on the Gobbi Properties or the San Jacinta Properties; there are, and have been, no underground or above ground storage tanks installed on or under, or removed from, the Gobbi Properties or the San Jacinta Properties containing or having contained Hazardous Materials; and, City has no knowledge that any property adjoining either the Gobbi Properties or the San Jacinta Properties contains or may contain Hazardous Materials. The power transformers used on the Former Substation Property were not classified as PCB transformers but distribution transformers with various levels of PCB's could have been stored at that site. The City has not found any records and no current City employees have knowledge of PCBs being stored or used on the Former Substation Property.

(d) City has previously delivered to Hull, or within the period of

time provided for in this Agreement shall deliver to Hull, true, correct and complete copies of all environmental reports or assessments, geological studies, seismic studies, water reports, timber surveys, soils reports and studies, plans, specifications, drawings, property tax bills, insurance claims, inspection reports, licenses, permits or approvals of governmental authorities, material correspondence with governmental authorities, and other material documents, materials and information relating to the Gobbi Properties and the San Jacinta Properties which are in City's possession or control or known by City to exist.

(e) Neither the Gobbi Properties nor the San Jacinta Properties are located in a special flood hazard area or flood plain, and there are no wetlands located on the Gobbi Properties or the San Jacinta Properties.

(f) There is no litigation pending in any court or, to the best of City's knowledge, threatened with respect to, the Gobbi Properties, the San Jacinta Properties or the transaction contemplated by this Agreement.

(g) City has not received any other notice that the Gobbi Properties or the San Jacinta Properties maintain a condition that violates the provisions of any currently applicable law, code, ordinance, regulation, order, decree or other governmental requirement.

(h) City has full power and authority to enter into this Agreement and the persons signing this Agreement for City have full power and authority to sign for City and to bind it to this Agreement and to sell, transfer and convey all right, title and interest in and to the Gobbi Properties and the San Jacinta Properties in accordance with this Agreement. All proceedings required to be taken by or on behalf of City to authorize it to make, deliver and carry out the terms of this Agreement have been duly and properly taken. No further consent of any person or entity is required in connection with the execution and delivery of, or performance by City of, its obligations under this Agreement. The performance by City of City's obligations hereunder will not violate or constitute an event of default under the terms and provisions of any material agreement, document or instrument to which City is a party or by which City is bound and/or to which the Gobbi Properties or the San Jacinta Properties are subject, including any deed of trust or mortgage.

(i) There are no encumbrances or liens against the Gobbi Properties or the San Jacinta Properties, including, but not limited to, mortgages or deeds of trust; City is not in default of any obligation under any mortgage or deed of trust affecting the Gobbi Properties or the San Jacinta Properties; there are no other actual or impending, nor does City have knowledge of any, public improvements or private rights or actions which will result in the creation of any liens upon the Gobbi Properties or the San Jacinta Properties, including public assessments or mechanics liens; there are no encroachments by third parties on the Gobbi Properties or the San Jacinta Properties and neither the Gobbi Properties nor San Jacinta Properties encroach upon the property of any third party.

(j) No other notices of violation of any ordinance, rule or regulation relating to the Gobbi Properties or the San Jacinta Properties have been issued to, served upon, received by or entered against City.

(k) **Zoning.** The Former Substation Property is currently zoned Public Facilities (PF). Promptly after close of escrow, without cost to Hull, the City will initiate proceedings, as provided in Government Code Sections 65853-65857 and as otherwise required by law, to rezone the property to Community Commercial (C-1) Zoning District, including any associated amendment to the General Plan, if required.

(l) Other than the representations and warranties contained in this Agreement, City makes no warranty or representation, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Hull acknowledges he is acquiring title the Gobbi Properties and San Jacinta Properties “AS IS.”

1.2.6 **General Disclosures.** Each party makes and acknowledges the following disclosures:

(a) **Supplemental Property Tax Bill Notice:
Notice of Your “Supplemental” Property
Tax Bill.”**

California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.

If you have any question concerning this matter, please call your local Tax Collector's Office

(b) **Notice Regarding Advisability of Title Insurance:**
IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO INSURE YOUR INTEREST IN THE PROPERTY THAT IS BEING ACQUIRED.

1.3 **CONDITIONS PRECEDENT.**

1.3.1 **Conditions to City’s Obligations.** The obligations of City under this Agreement are expressly conditioned upon the satisfaction of the following conditions precedent on or before the respective dates specified therefor:

(a) On the Closing Date, the Title Company shall be prepared to issue to City as of the Closing Date the City Title Policy (as defined in this Agreement) upon payment of its regularly scheduled premium therefor;

(b) All of Hull's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Closing Date;

(c) City has waived or been deemed to have waived any disapproval of and objections to the condition of the Hull Properties (City Portion) or of title to said properties;

(d) City's approval of Relevant Materials associated with, and inspections, investigations, and examinations into, the Hull Properties (City Portion) in accordance with sections 1.1 and 1.2 of this Agreement;

(e) Hull shall have deposited all monetary sums and documents with the Escrow Agent and performed each and every covenant required by or contained in this Agreement to be performed by Hull on or prior to the Closing Date; and

(f) The deed of the Hull Properties (City Portion) from Hull to City reserves an exclusive easement for Hull's benefit as to the Hull Residential Parcels and a non-exclusive easement as to the San Jacinta Parcels, as provided below in Section 2 of this Agreement.

1.3.2 Condition to Hull's Obligations. The obligations of Hull under this Agreement, except for subsection 1.3.2(g) are expressly conditioned upon the satisfaction of the following conditions precedent on or before the date specified therefor:

(a) On the Closing Date, the Title Company shall be prepared to issue to Hull as of the Closing Date the Hull Title Policies (as defined in this Agreement) upon payment of its regularly scheduled premium therefor;

(b) All of City's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Closing Date;

(c) Hull has waived or been deemed to have waived any disapproval of and objections to the condition of the Gobbi Properties and San Jacinta Properties or of title to said properties;

(d) Hull's approval of Relevant Materials associated with, and inspections, investigations, and examinations into, the Gobbi Properties and San Jacinta Properties in accordance with sections 1.1 and 1.2 of this Agreement;

(e) On the Closing Date, the Title Company shall be prepared to record, contemporaneous with the Grant Deeds to effect the transfer of the Hull Properties (City Portion) to City and the Gobbi Properties and San Jacinta Properties to Hull, the Easements, CCR's, and the Memorandum³ of reserved development and other rights described in Section 2 of this Agreement of this Agreement;

³ The "Easements," "CCR's," and "Memorandum" are further discussed and defined in section 2 of this Agreement.

(f) City shall have deposited all monetary sums and documents with the Escrow Agent and performed each and every covenant required by or contained in this Agreement to be performed by City on or prior to the Closing Date;

(g) Upon and after Close of Escrow the City shall allow Ukiah Wireless continued access to and use of its facilities on the Hull Properties as they exist on the Effective Date. City shall negotiate with Ukiah Wireless the terms of a written agreement for such use. The terms of use shall allow for a reasonable monthly fee and include a provision indemnifying the City for claims, damages, expenses and losses caused or alleged to have been caused by Ukiah Wireless, including costs of any legal defense of City against any such claim and requiring Ukiah Wireless to maintain and name the City as an additional insured under a comprehensive general or commercial liability insurance policy approved by City, such approval not to be unreasonably withheld. If City and Ukiah Wireless cannot agree on reasonable terms for such continued access and use, City will negotiate for an agreement allowing Ukiah Wireless to relocate without undue or unreasonable interference with the wireless services it currently provides not to exceed six months from the date the City notifies Ukiah Wireless by U.S. Mail addressed to Lane Charpentier, at 307 S. Main St., Ukiah, CA 95482, with copy by email to support@ukiahwireless.com and Lane@ukiahwireless.com, that negotiation over terms is terminated.

1.3.3 Satisfaction of Conditions. Hull and City shall each use diligent efforts and shall cooperate with each other to attempt to cause the satisfaction of the conditions precedent to each party's obligations under this Agreement. In the event that any of the conditions precedent set forth in this Section 1.3 shall not be satisfied or waived on or before the date specified therefor, then the party whose obligations are subject to such condition precedent shall have the right to terminate this Agreement by written notice given to the other party on or before such date specified therefor, which termination shall not constitute an event of default under this Agreement.

1.4 CLOSING.

1.4.1 Deposits into Escrow.

(a) On or before the Closing Date, City shall deposit or cause to be deposited with Escrow Agent the following:

(i) The balance of the Payment;

(ii) City's share of the closing costs described in Section 1.4.3 of this Agreement;

(iii) A consent or resolution authorizing City to consummate the transactions contemplated by this Agreement, and such other authorizing documents as Escrow Agent shall require; and

(iv) Escrow instructions to Escrow Agent consistent with and sufficient to implement the terms of this Agreement, if necessary.

(b) On or prior to the Closing Date, the parties shall deposit or cause to be deposited with Escrow Agent the following:

(i) Grant Deeds ("**Deeds**") conveying title to the Hull Properties (City Portion), Gobbi Properties, and San Jacinta Properties, duly executed by the respective parties in recordable form and in a form acceptable to both the party to which title is to be conveyed and the Escrow Agent, as may be consistent with this Agreement;

(ii) The Memorandum (see Section 2 of this Agreement), and CCR's duly executed by the respective parties, as required, in recordable form and in a form acceptable to the parties;

(iii) Grant Deed Easements and forms of reserved easements pursuant to Section 2.2.2 of this Agreement (collectively "**Easements**"), duly executed by the respective parties, as required, in recordable form and in a form acceptable to the parties;

(iv) A withholding certificate under Section 1445 of the Internal Revenue Code, as amended, and the Treasury regulations promulgated thereunder, executed by Hull in a form reasonably acceptable to City ("**FIRPTA Certificate**");

(v) A California FTB Form 593-C (Real Estate Withholding Certificate) executed by Hull in a form reasonably acceptable to City ("**State Affidavit**");

(vi) Transfer tax declarations, affidavits and statements and such other documents as may be required by applicable law or by Escrow Agent in connection with the conveyance of the Hull Properties (City Portion), Gobbi Properties, and San Jacinta Properties;

(vii) Such other documents, including owner's affidavits or statements, as may be reasonably required by a prospective grantee or Escrow Agent in connection with the conveyance of title to the Hull Properties (City Portion), Gobbi Properties, and San Jacinta Properties;

(viii) A restrictive covenant in recordable form binding on Hull and his successors and assigns prohibiting on the Adjacent Substation Property the construction or use of gas stations, vehicle repair shops, businesses that produce hazardous waste or toxic waste other than household hazardous waste, underground tanks, above-ground tanks storing fuel or chemicals, and similar uses that could contaminate groundwater with substances prohibited by primary and secondary drinking water standards applicable to community water systems;

(ix) Non-exclusive public utility easements in recordable form as depicted and described in Exhibit Q, which is attached hereto and incorporated herein by reference, either reserved, if legal descriptions consistent with Exhibit Q are available prior to Close of Escrow, or granted by Hull to the City after Close of Escrow, if such descriptions are not available prior to close of escrow. Hull shall execute and deliver to City for recordation the easement grant deed within ten (10) days after an easement grant deed utilizing proper

descriptions is delivered to Hull for execution. Hull or his successors and assignees shall have the right to make use of the easement areas provided such use does not unreasonably interfere with the City's use of the easements for their intended purposes. Such purposes include, but are not limited to, installation, use, repair and replacement of both above ground structures, such as pad mounted transformers, as depicted on Exhibit Q and underground facilities including facilities as depicted on Exhibit Q, such as high voltage power lines within the 12' area on "Lot 1" as shown on Exhibit Q. The "Limited Use Area," as shown on Exhibit Q, is intended to ensure that high voltage power lines and other underground facilities located in the 12 foot area can be accessed and repaired, removed or replaced in a relatively quick manner. To preserve such access, construction of permanent structures within the easements depicted on Exhibit Q would unreasonably interfere with the City's use thereof. Paving those areas would not unreasonably interfere with the use of the easements, preserving for the City the right to trench paved areas, if necessary to access existing facilities or install new ones, either above or below ground within the easement areas. If such trenching is required, the City will refill and repave above the trench but will have no obligation to repave any larger portion of the paved areas except as may be directly damaged by the trenching,

(x) An option ("**the Option**") in recordable form granting the City an option for an easement across the San Jacinta Properties for public utilities and a trail providing public access to the Open Space Parcels at a location and a width that does not unreasonably interfere with the use of the San Jacinta Properties for single family residential use. The location and width of the easement shall be reasonably agreed to by Hull and City in good faith. The parties shall do so within six (6) months from the Effective Date. If the parties have failed to agree on the width and location of the easement within said six (6) months, upon written request either party is entitled to compel arbitration of the dispute under the California Arbitration Act (Code Civ. Proc. §1280 et seq.), which shall be completed within six (6) months of the arbitration request. Upon the parties' agreement or pursuant to an arbitrator's decision, (1) the parties shall cause to be recorded an easement grant deed to establish of record the easement terms and (2) City shall simultaneously record in the official records of Mendocino County an instrument reasonably satisfactory to Hull that effectively terminates the option;

(xi) Consents or resolutions authorizing each party to consummate the transactions contemplated by this Agreement, and such other authorizing documents as Escrow Agent shall require ("**Authorizing Documents**"), if necessary; and

(xii) Further escrow instructions consistent with and sufficient to implement the terms of this Agreement, if necessary.

1.4.2 Closing. After all the deposits required by Section 1.4.1 have been made, all conditions to the parties' respective obligations set forth in Section 1 have been satisfied or waived, and Escrow Agent is prepared to cause the Title Company to issue the City Title Policy and Hull Title Policies in accordance with provisions of Section 1.5 below, Escrow Agent shall:

(a) Record the Deeds and Easements in the Official Records of Mendocino County, California, and instruct the County Recorder to deliver such instruments after recording to the grantee, respectively;

(b) Record the Memorandum and CCR's (see Section 2 of this Agreement) and instruct the County Recorder to deliver the instruments after recording to the parties;

(c) Record the restrictive covenant and option as provided in Subsections 1.4.1(b) (viii) and (ix);

(d) Deliver to or for the account of Hull the Payment;

(e) Deliver to City the FIRPTA Certificate, the State Affidavit and, to both Hull and City, the Authorizing Documents;

(f) Cause the Title Company to issue and deliver the City Title Policy and Hull Title Policies to the respective parties.

1.4.3 Closing Costs.

(a) Hull shall pay the entire premium and endorsement charges on the Hull Policies;

(b) City shall pay the entire premium and endorsement charges for the City Title Policy, all state, county and/or local documentary transfer taxes and any other real property transfer or conveyance taxes payable with respect to the deeds to the properties transferred under this Agreement, and the escrow fees charged by Escrow Agent;

(c) Hull and City shall each bear its own attorneys' fees and costs incurred in connection with the transactions contemplated by this Agreement. Except as provided in this Agreement, all other costs, fees, expenses and charges of any kind incident to the transaction(s) contemplated by this Agreement shall be borne by the party incurring the same;

(d) Prorations. Prorations shall be made as of the Close of Escrow. All prorations shall be made on the basis of a thirty (30) day month and shall be paid in cash to Hull if it is entitled thereto or shall be credited against the cash portion of the Payment if City is entitled thereto. Such prorations shall be made by Escrow Agent on the basis of a statement(s) approved by City and Hull and deposited into the escrow prior to the Close of Escrow. The date used for prorations is hereinafter referred to as the "**Proration Date**." As to each property transferred under this Agreement, all real estate taxes and all personal property taxes due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by the transferring party. Current real estate taxes, special assessments and personal property taxes which are not yet due and owing shall be prorated based upon the most recent tax bill, so that the portion of current taxes allocable to the period from the beginning of such tax year through the Proration Date shall be charged to and paid by the transferring party and the portion of the current taxes allocable to the portion of such tax year from the Proration Date to the end of such tax year shall be charged to and paid by grantee. Proration of taxes and assessments shall be final as of the Proration Date, regardless of the amount of taxes or assessments that actually are, or subsequently become, due.

1.5 TITLE INSURANCE. Upon the Close of Escrow, Escrow Agent shall cause the Title Company to issue to:

(a) City a CLTA standard owner's policy of title insurance with total liability in an amount to be determined by City for the Hull Properties (City Portion), insuring City that the Hull Properties (City Portion) are vested in City, subject only to the standard printed exceptions to such title policy and the Permitted Exceptions and the Memorandum and Easements (see Section 2 of this Agreement) ("**City Title Policy**"); and

(b) Hull a CLTA standard owner's policies of title insurance with total liability in an amount to be determined by Hull for the Gobbi Properties and the San Jacinta Properties, insuring Hull that the Gobbi Properties and San Jacinta Properties are, respectively, vested in Hull, subject only to the standard printed exceptions to such title policies and the Permitted Exceptions ("**Hull Title Policies**");

(c) At either party's option, that party shall have the right to obtain as its title policy an ALTA extended coverage owner's title insurance policy, provided that the party desiring the same shall pay the entire cost therefor.

1.6 ADDITIONAL COVENANTS.

1.6.1 No Agreements, Conveyances. From or after the date of this Agreement until the Close of Escrow, Hull as to the Hull Properties (City Portion) and City as to the Gobbi Properties and the San Jacinta Properties shall not, except as permitted in this Agreement, (a) enter into, extend or amend any lease, contract, option or agreement affecting said properties (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be created or claimed with respect to said properties, or (c) sell, convey, assign, transfer, encumber or otherwise dispose of said properties or any portion thereof or interest therein, to the extent any of the same may survive the Close of Escrow. However, nothing in this provision shall preclude Hull from boundary line adjusting or taking further action in furtherance of the development of the Hull Residential Parcels and/or the Hull Properties as otherwise contemplated by this Agreement, entering into agreements related to the sale of the Hull Residential Parcels, or preclude the validity of the Easement, Road Access, and Maintenance Agreement entered by, in part, Hull, and the City. Except as otherwise provided in this Agreement, the party conveying a property under this Agreement shall, prior to the Close of Escrow, timely perform and discharge all obligations and liabilities of every kind arising from the use, occupancy, and ownership of that property.

1.6.2 Maintenance. From or after the date of this Agreement until the Close of Escrow or the termination of this Agreement, the parties shall not (a) remove, harvest or cut any trees, vegetation, crops, soils or minerals from the properties they are conveying pursuant to this Agreement, except as may be required in connection with standard property management practices, fire hazard abatement requirements or as otherwise required by applicable law; (b) cause or permit any Hazardous Materials to be located in, on or under said properties, except to the extent necessary to perform standard property management practices; or (c) take or permit any other action that could reduce the value of said properties.

1.6.3 Hull's Exchange Rights. Hull and City acknowledge and agree that

Hull shall have the right to cause this Agreement to be modified so that Hull may effectuate an exchange under the Internal Revenue Code of 1954, and the California Revenue and Taxation Code. Hull shall exercise its right to modify this Agreement by giving City written notice by no later than five (5) calendar days prior to the date scheduled for the Close of Escrow. City shall bear no additional cost, expense or liability (whether actual or contingent) as a result of the exchange transaction and shall not be required to take title to any other property as part of such exchange transaction.

1.7 RISK OF LOSS.

1.7.1 Damage or Destruction. In the event damage or destruction occurs to the Hull Properties (City Portion), Gobbi Properties, or San Jacinta Properties resulting in a Major Casualty (as defined in this Agreement) prior to the Closing Date, the party acquiring title to the property under this Agreement ("Prospective Grantee") shall have the right to terminate this Agreement by giving the other party written notice of termination within twenty (20) days following the date of Prospective Grantee's receipt of written notice of, or the date of Prospective Grantee's obtaining independent knowledge of, the occurrence of such destruction or damage. In the event of any such termination of this Agreement, the Prospective Grantee shall be entitled to receive all amounts paid into escrow by the Prospective Grantee, less its share of any escrow fees that may have resulted. In the event of any other damage or destruction to said property or in the event that the Prospective Grantee shall not elect to terminate this Agreement following damage or destruction to said property by a Major Casualty, the Prospective Grantee shall remain obligated to perform its obligations under this Agreement, and the other party shall assign to Prospective Grantee its rights to any claims associated with the casualty, including proceeds for such damage or destruction under the other party's property insurance policies covering said property or loss, subject to and effective upon the Close of Escrow. For the purposes of this Agreement, a "Major Casualty" shall be deemed to be any casualty causing any damage or destruction to said property if the reduction in the value of said property caused by such casualty, as reasonably determined by the Prospective Grantee, exceeds One Hundred Thousand Dollars (\$100,000).

1.7.2 Condemnation. In the event of the commencement of proceedings for the taking of any portion of the Hull Properties (City Portion), Gobbi Properties or San Jacinta Properties in eminent domain or the making of any threat of condemnation prior to the Closing Date, the Prospective Grantee shall have the right to terminate this Agreement by giving to the other party written notice of termination within fifteen (15) days following the date on which Prospective Grantee shall receive written notice of such proposed taking or the date of Prospective Grantee's obtaining independent knowledge of the same. In the event of any such termination of this Agreement, Prospective Grantee shall be entitled to receive all amounts paid into escrow by it, less its share of any escrow fees that may have resulted. If the Prospective Grantee should not elect to terminate this Agreement as aforesaid, Prospective Grantee shall remain obligated to perform its obligations under this Agreement, and the other party shall assign to the Prospective Grantee at Close of Escrow the conveying party's rights to the portion of any condemnation award attributable to the owner's interest in said property, subject to and effective upon the Close the Escrow. For purposes of this Agreement, a taking in condemnation shall mean the vesting of fee title to or other real property interest in said property or any portion

thereof by a governmental authority pursuant to the exercise of the power of eminent domain or pursuant to a deed given in lieu or in contemplation thereof.

1.8 BROKERS.

1.8.1 Hull. Hull hereby represents and warrants to City that Hull has not engaged or otherwise dealt with any finder or real estate broker or salesperson with respect to the transactions contemplated by this Agreement. In the event that any contrary claim is made by any finder, broker or salesperson, Hull shall indemnify, defend and hold City harmless from and against any and all losses, costs, claims, demands, expenses, damages, liabilities or causes of action (including reasonable attorneys' fees and costs) with respect to such finder, broker or salesperson.

1.8.2 City. City hereby represents and warrants to Hull that City has not engaged or otherwise dealt with any finder or real estate broker or salesperson with respect to the transactions contemplated by this Agreement. In the event that any contrary claim is made by any finder, broker or salesperson, City shall indemnify, defend and hold Hull harmless from and against any and all losses, costs, claims, demands, expenses, damages, liabilities or causes of action (including reasonable attorneys' fees and costs) with respect to such finder, broker or salesperson.

2. HULL'S RESERVED RIGHTS & RESIDENTIAL DEVELOPMENT

2.1 RESERVED RIGHTS & INTENT GENERALLY

2.1.1 Intent. A primary and substantial portion of consideration provided to Hull under this Agreement is (a) Hull's reserved, retained, and/or granted exclusive rights to develop and sell legal parcels for residential use within the Hull Residential Parcels as part of a private, gated, community, and additionally (b) Hull's reserved, retained, and/or granted exclusive rights to boundary line adjustments and related sales, both of which are described in Sections 2.1 and 2.2 of this Agreement. The transfer of title to the City of the Hull Properties (City Portion) shall and is hereby subject to and conditioned on these reserved rights.

2.1.2 Reserved Rights & Development Generally. Notwithstanding the conveyance to the City of title to the Hull Properties (City Portion) at the Close of Escrow, Hull will have the exclusive right and sole discretion to: boundary line adjust all ten (10) parcels within the Hull-City Properties, as may be lawful, so that up to seven (7) of said parcels are reconfigured as legal parcels within the Hull Residential Parcels for purposes of establishing and developing a private, gated, residential community of single-family homes and such accessory structures as are allowed by law. Subject to his indemnification obligations as set forth in Section 2.2.5(a)(i), Hull, and upon its creation, the Association, shall have the right to construct / install an access roadway and related improvements ("**Road & Development Improvements**") and electrical conduit and related infrastructure for electrical lines and components to serve such parcels and perform other works of improvement to develop residential lots within the Hull Residential Parcels. Hull shall have the right to sell the lots created as part of the development. The City shall install the actual electrical lines and components ("**Electrical Utilities**") for the

residential development.

Covenants, Conditions, and Restrictions (“**CCR’s**”) will be recorded against and bind the Hull Residential Parcels. Hull will form an association (“**Association**”) that will govern the Hull Residential Parcels and have the obligation to maintain the Road & Development Improvements. The CCR’s and Association are part of Hull’s reserved rights under this Agreement and are for the benefit of the referenced private, gated, community of single-family homes.

Notwithstanding that the City will maintain title to the Hull Residential Parcels at the Close of Escrow, Hull shall have exclusive authority and the sole discretion to direct the listing and sale of, and/or transfer of title to, these parcels and shall be entitled to one hundred percent (100%) of the proceeds of all such sales. Those acquiring such parcels shall become Association members and will have the right and responsibility for any development of their parcel for single-family residential purposes (including any accessory dwelling units as are allowed by law), which will include all construction activity, such as, without limitation, locating and creating a building pad(s), driveway(s), building structures, and installing infrastructure for parcel utilities and connections to the Road & Development Improvements and Electrical Utilities, all pursuant to the applicable governing permitting process and requirements, provided that if a parcel is developed before its annexation into the City becomes final, the Association and CC&Rs shall require compliance with Ukiah City Code (“UCC”) Sections 9135-9139 with the Association rather than the Ukiah Planning Commission issuing the Use Permit required by Section 9139.B. Development shall comply with the Conditions of Approval for the Western Hills Open Land Acquisition and Limited Development Project (**Exhibit G**)⁴.

Any or all of the nine (9) legal parcels reserved by Hull, which are not made part of the Hull Residential Parcels, shall be subject to Hull’s reserved exclusive right and sole discretion for the lawful use of those parcels outside the Hull-City Properties. In other words, Hull has the right to use the boundary line adjustment process, as may be lawful, to reconfigure all ten (10) of the legal parcels within the Hull-City Properties’ boundaries, such that: (a) the City will have sole and exclusive ownership and use of one (1) of the ten (10) legal parcels, encompassing all lands lying within the boundaries of the Hull-City Properties with the exception of the Hull Residential Parcels; (2) up to seven (7) of the ten (10) legal parcels will lie within the Hull Residential Parcels; and, (3) the balance of the ten (10) legal parcels will be used outside the boundaries of the Hull-City Properties.

To facilitate the parties’ intent, unless Hull agrees otherwise the City will apply for out of area service agreements to serve, and for annexation into the City of, the Hull Residential Parcels, and, consistent with its pre-zoning, the City shall zone said lands as part of its Single-Family Residential-Hillside Overlay District (R1-H). Said zoning will allow for the lot sizes specified in UCC Section 9139, which establishes minimum parcel size for residential use based on the average slope of the parcel and otherwise in compliance with the City’s (R1-H) zone requirements.

⁴ For purposes of **Exhibit G**, the parties acknowledge and agree that: regarding item 20 therein, the Road is not, and shall not be construed as, a “public right-of-way”; and, regarding item 24, the costs for which Hull is responsible under said item are those specified in this Agreement and do not include costs for which City (or others) are responsible under this Agreement, the Easement, Road and Maintenance Agreement, or by operation of law.

The Easements will be reserved and granted at the Close of Escrow in furtherance of these purposes. The parties shall cooperate to timely complete these objectives.

2.1.3 Exercise of Rights. The parties acknowledge that Hull is presently undertaking procedures and works of improvement in furtherance of creating and establishing the legal parcels, road(s), utilities, and infrastructure for the development within the Hull Residential Parcels and shall have the right to continue doing so, notwithstanding the transfer of the Hull Properties (City Portion) to the City and regardless of Annexation or an OASA, as long as he proceeds as described Section 2.2 below. Hull's rights reserved under this Agreement with respect to the Hull Residential Parcels and Hull's BLA Rights (defined below) are fully transferable and assignable.

2.1.4 Memorandum of Record. A memorandum of Hull's reserved rights under this Agreement, memorializing that the transfer of title to the City of the Hull Properties (City Portion) is subject to and conditioned on said rights, shall be recorded in the Official Records of Mendocino County against the Hull Properties contemporaneous with the Close of Escrow substantially in the form attached as **Exhibit K ("Memorandum")**.

2.2 RESIDENTIAL DEVELOPMENT

Residential Development. Notwithstanding the transfer of the Hull Properties (City Portion) to City, Hull shall retain and reserve, and is hereby granted, solely at Hull's expense, the exclusive right and sole discretion to create, establish, use, develop, and sell up to seven (7) legal parcels within the Hull Residential Parcels as part of a private, gated, residential development of single-family homes and such accessory structures as are allowed by law. This right and discretion includes all actions allowed by law and necessary to create and develop such lots, including lawfully adjusting the boundaries of the 10 legal parcels included within the Hull-City Properties to create individual lots in the Hull Residential Parcels, construction of road(s), utilities, and other infrastructure, and the establishments CCR's and the Association to benefit and govern such lands. Hull's right and discretion also includes all other lawful development deemed reasonably desirable in Hull's discretion to ready the Hull Residential Parcels for listing, sale, and/or transfer of title to such lots as part of a private, gated, community, with the purchasers / transferees undertaking the actual construction of single-family dwellings and ancillary structures and associated development on the individual lots pursuant to applicable permitting requirements. Nothing in this Agreement shall prevent Hull from directing the transfer of any lot(s) to himself or designees to undertake, in compliance with law and the terms of this Agreement, actual construction on such lot(s) as a transferee thereof. Hull's right and discretion further includes obtaining any ministerial or discretionary governmental approvals for lot line adjustments, as authorized by law, including, if applicable, Government Code Section 66412(d), parcel and subdivision maps under the Subdivision Map Act (Government Code §§66410 et seq.), commensurate local government subdivision ordinances, and site development, use, or grading permits. In exercising his rights under this Section 2.2, Hull may acquire, in addition to the Easements reserved and granted at the Close of Escrow as described in this Agreement, access and public utility easements, construct or improve roads to provide access and utilities to serve the

residential development, including water, sewer, electricity, natural gas, telephone, cable television and internet service. Except as provided in this Agreement, Hull—and once formed the Association—shall solely pay all materials and construction / installation costs for the residential development. Residential development shall be in conformance with the Conditions of Approval for the Western Hills Open Land Acquisition and Limited Development Project (**Exhibit G**).

2.2.1 Legal Parcels & Boundary Line Adjustments. Notwithstanding the conveyance of title to the Hull Properties (City Portion) to City, Hull shall retain and reserve, and is hereby granted, the exclusive right and sole discretion to boundary line adjust all ten (10) legal parcels situated in the Hull-City Properties and subsequently to use (including to sell) outside of the Open Space Parcels nine (9) of those ten (10) legal parcels within the Hull-City Properties for the purposes described in this Agreement. These rights and this discretion may be exercised without restriction if otherwise lawful, including, but not limited, to: create, establish, and develop parcels for the residential development of the Hull Residential Parcels; and/or, for use outside of the lands comprising the Hull-City Properties. As part this exclusive right and sole discretion, Hull may boundary line adjust the ten (10) legal parcels that are situated within the Hull-City Properties, in accordance with applicable provisions of law, such that: (a) the City will be left with (1) of the ten (10) legal parcels, which will encompass all lands lying within the boundaries of the Hull-City Properties with the exception of the Hull Residential Parcels; (b) up to seven (7) of the ten (10) legal parcels will lie within the Hull Residential Parcels; and, (c) the balance of the ten (10) legal parcels will be used by Hull outside the boundaries of the Hull-City Properties. These rights and discretion apply whether such lands are situated within or without the incorporated area of City or owned by City, Hull, or third parties (the retained, reserved, and granted rights and discretion in this section are collectively referred to as “**Hull’s BLA Rights**”). Hull’s BLA Rights are subject to use as Hull, in his sole discretion, may desire and as may otherwise be lawful. Exercise of Hull’s BLA Rights shall not reduce the total acreage of the Hull-City Properties owned by the City situated outside of the Hull Residential Parcels. To the extent permitted by law, Hull’s BLA Rights may be used through multiple or successive boundary line adjustments (whether occurring within or without the Hull-City Properties). There are no limits under this Agreement to the number of boundary line adjustments Hull may cause to occur pursuant to this provision except as may otherwise be imposed by law. Hull’s BLA Rights shall be deemed exhausted only when the adjustments result in the City maintaining a single legal parcel that spans the lands comprising the Hull-City Properties excepting the Hull Residential Parcels. Except as may be required by law (other than laws adopted by City after the effective date of this Agreement) there shall be no time frame by which Hull may be required to put to use Hull’s BLA Rights; such rights shall inure to Hull’s benefit in perpetuity.

2.2.2 Easements.

(a) **Easements reserved by Hull.** Notwithstanding the conveyance of the Hull Properties (City Portion) to City, at the Close of Escrow, Hull shall reserve: exclusive, assignable, easements for purposes associated with the Hull Residential Parcels and to otherwise facilitate development on such lands for the intended purposes, and for the exercise, of Hull’s other retained, reserved, or granted rights under this Agreement; and, non-exclusive easements for the benefit of the San Jacinta Properties. Said easements shall be both in gross to Hull and

appurtenant to the Hull Residential Parcels and appurtenant as to the San Jacinta Properties, including as such lands may be divided or reconfigured.

(b) Easements conveyed to City. At Close of Escrow Hull must convey to City a non-exclusive easement for access to the balance of the Hull Properties, including public access. The City shall retain an access easement as provided in this provision over any lot within the Hull Residential Parcels conveyed by City pursuant to Hull's reserved, exclusive, rights and discretion to cause such transfer. City shall coordinate with Hull, and upon its creation the Association, use of the easement by members of the general public in order to preserve the security of the locked gate and the security and privacy of residents and parcels within the gated community. General public access of the Road within the Hull Residential Parcels will be revoked / reconveyed by City at such a time as alternative general public access has been established across the Hull Residential Parcels (or another location instead of through such parcels)⁵ as reasonably agreed to by Hull and the City in good faith. If Hull proposes and can convey such an alternative access across lands Hull owns or controls and the City does not agree to accept it or the City proposes such an alternative access across lands Hull owns or controls and Hull does not agree to it, either party is entitled to compel arbitration of the dispute under the California Arbitration Act (Code Civ. Proc. §1280 et seq.), which shall be completed within six (6) months of the arbitration request. Upon the parties' agreement or pursuant to an arbitrator's decision, the City shall execute in recordable form an instrument reasonably agreeable to Hull that terminates and excludes from the easement (Exhibit N) granted to the City under this Agreement public access on, or use of, the Road.

(c) Easements – Grants and Reservations. Said easements described in this Section 2.2.2, in the forms attached as **Exhibits L-N**, shall be executed and recorded contemporaneous with the Close of Escrow and shall be in addition to those easements conveyed under the Easement, Road Access and Maintenance Agreement.

2.2.3 Parcel Configuration of Hull Residential Parcels. Attached as **Exhibit J** are maps depicting the approximate location of the ten (10) legal parcels situated within the Hull-City Properties. Page one of **Exhibit J** represents the approximate present configuration of the ten (10) legal parcels comprising the Hull-City Properties. Page two of **Exhibit J** represents the approximate intended configuration of the parcels comprising the Hull-City Properties, including the seven (7) legal parcels after their boundaries have been adjusted and reconfigured within the Hull Residential Parcels. Table 1 below further details the parties' intended approximate reconfiguration, zoning, and use of the Hull Residential Parcels.

Table 1. Hull Residential Parcels, Present Condition, Resulting Configuration, Annexation &

⁵ Boundary line adjustments as permitted under this Agreement may permit a course for alternative public access through other portions of the Hull Properties, in whole or part, in lieu of the Hull Residential Parcels. Hull may also obtain rights and interests in neighboring parcels that may permit such alternative access in lieu of a course that runs through the Hull Residential Parcels in whole or part. This provision concerns an alternative to public access to City-owned property along the Road through the Hull Residential Parcels and is not conditioned on the City obtaining connecting access across other lands.

Zoning

Parcel	Proposed Size (acres) through Lot Line Adjustments	Resulting Parcel Configuration, Intended Use and Proposed Pre-zoning & Zoning
1	9.8	Parcel 1 has been reconfigured by Hull pursuant to the boundary line adjustment process, thereby establishing an existing legal parcel situated within the Hull Residential Parcels intended for single family residential development and pre-zoned and zoned R1-H.
2	5.1	Parcel 2 has been reconfigured by Hull pursuant to the boundary line adjustment process, thereby establishing an existing legal parcel situated within the Hull Residential Parcels intended for single family residential development and pre-zoned and zoned R1-H.
3	9.9	Parcel 3 will be a legal parcel situated within the Hull Residential Parcels intended for single family residential development and pre-zoned and zoned R1-H
4	9.0	Parcel 4 will be a legal parcel situated within the Hull Residential Parcels intended for single family residential development and pre-zoned and zoned R1-H
5	5.0	Parcel 5 will be a legal parcel situated within the Hull Residential Parcels intended for single family residential development and pre-zoned and zoned R1-H.
6	9.7	Parcel 6 will be a legal parcel situated within the Hull Residential Parcels intended for single family residential development and pre-zoned and zoned R1-H.
7	5.0	Parcel 7 will be a legal parcel situated within the Hull Residential Parcels intended for single family residential development and pre-zoned and zoned R1-H

2.2.4 The Road. There presently exists a private road extending westerly from Redwood Avenue, a public street, in Ukiah, California, through real property presently owned by Adonis and Sarah Noguera (the “Nogueras”) and onto property currently owned on one side of the road’s centerline by Ellison and on the other side of the road’s centerline by Hull, which road splits, one portion of which continues northerly within the Hull Residential Parcels, where it eventually reenters property owned by the Nogueras before traversing westerly and back on to and within the Hull Residential Parcels, continuing in that general direction through said lands and into the balance of the Hull Properties. This road is shown on the map attached hereto and incorporated herein by reference as **Exhibit O (“Road”)**.

2.2.5 Road & Development Improvements and Electrical Infrastructure. Subject to the provisions of this subsection, Hull—and once formed the Association—shall construct / install the Road & Development Improvements, Water System, Sewer System and Electrical

Infrastructure. The Road & Development Improvements include, but are not limited to, the Road, paving of the Road, the locked gate located near the intersection of the public and private portions of Redwood Avenue and the Road, storm drains, other drainage facilities and water and sewer systems that will serve the residential lots made part of the Hull Residential Parcels. The water system shall be located entirely within the Hull Residential Parcels, and consist of a water well(s) as the water source, water-storage tank(s), and water pipelines to deliver the water to each residential lot made part of the Hull Residential Parcels, with the lines installed along the Road to points to enable future connection by buyers of the individual lots (collectively “**Water System**”). The sewer system will consist of a private sewage disposal system in compliance with Division 4, Chapter 2, Article 4 of the Ukiah City Code, commencing with Section 3703.1 for which Hull shall install the sewage holding tank(s), pumps, and other components to points to enable future connection by buyers of the individual residential lots within the Hull Residential Parcels for the treatment of sewage solids and an effluent line along the Road, which shall connect with the City’s sewer main pipe on Redwood Avenue (collectively “**Sewer System**”). The Water System and Sewer System shall be for the sole benefit of the residential lots situated in the Hull Residential Parcels and not subject to connection by other parcels absent Hull’s or the Association’s express written consent. The Electrical Infrastructure includes trenching, purchase and installation of electrical conduit—including placement of splice boxes and box pads for equipment (boxes and box pads provided by the City at City’s expense), conduit sweeps into splice box and equipment locations, retaining wall (on Parcel 1 to accommodate the equipment pad and to prevent the hillside from falling onto the equipment), and primary riser conduit installed according to City of Ukiah Electric Department design standards—along the Road from the last pole on Redwood Avenue west to the development sufficient to house electrical lines and components for residential electrical service to the lots within the Hull Residential Parcels (collectively “**Electrical Infrastructure**”). Hull—or once formed the Association—shall solely pay all materials and construction / installation costs for the Road & Development Improvements, inclusive of the Water System and Sewer System. Hull—or once formed the Association—shall solely pay all materials and construction / installation costs for the Road & Development Improvements for the Electrical Infrastructure including purchase and installation of conduit and installation of splice boxes and box pads, material and installation of retaining wall on Parcel 1 according to City of Ukiah Electric Department design standards, except that the City will provide the boxes and box pads, at its expense, for installation. Nothing herein shall prevent Hull or the Association from connecting the Hull Residential Parcels to public water, sewer, or electrical systems beyond those systems and connections detailed in this provision and upon application and permitting by the governing agency(ies).

(a) Indemnification & Mechanic’s Liens. Hull’s construction and installation of the Road & Development Improvements and Electrical Conduit, to the extent it involves physical changes to land within the Hull Properties (City Portion), such as, but not limited to, grading and road construction, Hull must comply with the following:

(i) Indemnification. Except for the negligence or willful misconduct of City, including its employees and agents, and to the extent permitted by law, Hull agrees to indemnify, defend and hold harmless City and its officers, directors, members and employees (each, a “City Party”) from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) resulting from claims by third parties for

injuries to any person and damage to or loss of property caused by Hull—or those under his direction or control, including employees, contractors or subcontractors—during or as a result of the construction and installation of Road & Development Improvements and Electrical Conduit or other activities in furtherance of development. If any action or proceeding is brought against any City Party by reason of any such claim, then Hull, upon notice from City, shall defend the claim at Hull's expense with counsel reasonably approved by City.

(ii) *Mechanic's Liens.*

a) **Responsibility for Payment.** Hull hereby agrees that it will pay or cause to be paid all costs for work done by it or its contractors and any subcontractors, and it will keep the Hull Properties (City Portion) clear of all mechanics' liens on account of work done by Hull or his contractors during development.

b) **Security.** If Hull shall desire to contest any claim of lien it shall furnish City adequate security pursuant to Section 8424 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, Hull shall pay and satisfy the same at once.

c) **In Case of Default.** If Hull 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 Hull Properties (City Portion) 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 Hull to City, and Hull agrees to and shall pay the same with interest at the legal rate of ten percent (10%).

(b) **Hull's Tenant/Occupancy Permitted.** Notwithstanding the transfer of the Hull Properties (City Portion) to City, Hull shall reserve the right to maintain a mobile home, trailer, or RV ("**Mobile Unit**") on the Hull Properties, as presently situated on or about Parcel 3 as depicted on page 2 of **Exhibit J**. The Mobile Unit is currently occupied by Herman Costa (and family) for purposes of supervising development work on the Road, Road & Development Improvements, and Hull Residential Parcels and for caretaking, providing security and early wildfire detection services. City shall not object to Hull's continued use of the Mobile Unit, without rent, pending sale and pending transfer of title to the Hull Residential Parcels to third parties as contemplated by this Agreement, provided that Hull indemnifies and defends City from and against any damage, claim, liability and expense arising out of Hull's continued use of the Mobile Unit, including, but not limited to, any claim by the current or future occupants of the Mobile Unit. Hull shall provide the defense entirely at his expense using competent legal counsel approved by City, not to be unreasonably withheld. Hull shall notify the City in writing of any change of occupants of the Mobile Unit.

2.2.6 **Electrical Utilities.** Within a commercially reasonable period of time after Hull's written notice to City that the Electrical Infrastructure has been installed in compliance

with the City's duly adopted rules, policies and standards governing its Electric Utility, including, but not limited to, Division 4, Chapter 7, commencing with Section 4000 of the Ukiah City Code ("Electrical Utility Requirements") and approval thereof by the City (the process for which shall be promptly undertaken), the City shall install, at no cost to Hull or the Association, the Electrical Utilities, which include, but are not limited to, electrical lines, splice boxes, transformers, and other components sufficient to provide electrical residential service to each lot within the Hull Residential Parcels. The installation of the Electrical Utilities by the City and their connection to Hull Residential Parcels must comply with the Electric Utility Requirements. The City shall have no obligation to inspect or approve the connection of Hull Residential Parcels to the Electrical Utilities or to provide electric service to the Hull Residential Parcels until LAFCo has finally approved either (1) an out of area service agreement to serve them pursuant to Government Code Section 56133 or (2) the annexation of the Hull Residential Parcels by the City. After the Electrical Utilities are installed by the City, it shall thereafter maintain, repair, and reconstruct them in compliance with the City's duly adopted rules, policies and standards governing its Electric Utility, including, but not limited to, Division 4, Chapter 7, commencing with Section 4000 of the Ukiah City Code ("Electrical Utility Requirements").

2.2.7 CCR's & Association. Contemporaneous with the Close of Escrow, CCR's that include the Declaration as described in Recital K of the Easement, Road Access and Maintenance Agreement, in the form attached as **Exhibit P**, will be recorded against the lands comprising the Hull Residential Parcels. The CCR's will run with the land and bind the City and successors and assigns of the Hull Residential Parcels. Hull shall reserve the exclusive right and sole discretion to form the Association to govern the Hull Residential Parcels. Except as provided herein, the owner(s) of each lot within the Hull Residential Parcels shall be a member of the Association. Notwithstanding the Close of Escrow and the City's record ownership/title to the lands comprising the Hull Residential Parcels, City shall not be an Association member—Hull shall initially be the sole member of the Association. The City shall and hereby does irrevocably assign to Hull all voting and other rights, interests, and privileges as would otherwise inure to the benefit of a member of the Association as an owner of the lands comprising, or a lot within, the Hull Residential Parcels and, except as specified in this Agreement and the Easement, Road Access and Maintenance Agreement, shall not be subject to assessment of fees by the Association or otherwise liable for any cost, claim or expense that would otherwise apply to a member of the Association. Upon the sale of a lot within the Hull Residential Parcels by Hull, pursuant to Hull's reserved exclusive rights to cause a sale of any such parcel, Hull will assign and transfer the voting, membership, and other rights, interests, and privileges associated with that lot to the purchaser thereof, all subject to the CCRs and the Association's rules and regulations, whereupon the parcel owner shall become a member of the Association and entitled to the voting and other rights, interests, and privileges, and subject to all obligations, associated with such membership. Notwithstanding the transfer to the City of the Hull Properties (City Portion), Hull shall be entitled to and hereby reserves the right to modify the CCR's as it relates to the Hull Residential Parcels except for the sections 3.1, 3.21, and 5.4 of the CCR's, provided such modifications do not have the direct or indirect effect of modifying or terminating those sections.

2.2.8 Maintenance Obligations. Hull—and once formed the Association—shall have sole authority, control, and responsibility to maintain, repair, and improve the Road & Development Improvements. City shall have sole authority, control, and responsibility to

maintain, repair, and improve the Electrical Conduit and Electrical Utilities to serve the Hull Residential Parcels for its intended uses. The parties' rights and duties in this section shall be read and interpreted in keeping with the same rights and duties as expressed in the Easement, Road Access and Maintenance Agreement.

2.2.9 Maintenance Fee. Commencing on the first of the month following the Association's formation, City shall pay to the Association a monthly fee of \$75.00 for general maintenance and repair of the Road & Development Improvements ("Monthly Maintenance Fee"). On the anniversary date of the completion of the Road and on the first day of the same month each year thereafter, the monthly maintenance fee shall be adjusted upward, not to exceed a maximum of 3%, by the percentage change in the value in the prior twelve months of the All Urban Consumers Consumer Price Index (CPI-U), all items, for the San Francisco-Oakland-Hayward, CA, area (Base Period 1982 — 1984 = 100), not seasonally adjusted, as compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor index. Hull—and once formed the Association—shall be responsible for properly setting and collecting maintenance fees from lot owners within the Hull Residential Parcels. The parties' rights and duties in this section shall be read and interpreted in keeping with the same rights and duties as expressed in the Easement, Road Access and Maintenance Agreement.

2.2.10 Sale & Transfer of Title to Hull Residential Parcels. Notwithstanding the transfer of the Hull Properties (City Portion) to City, Hull shall retain and reserve, and is hereby granted, the exclusive right and sole discretion and entirely at his expense and without any cost to City, to list, sell, and/or transfer title to the Hull Residential Parcels, inclusive of any lots created therein. This right and discretion includes, but is not limited to: selection of real estate brokers, agents, marketers, title and escrow agents, and other persons or entities to facilitate sale of said properties to third parties; selecting, negotiating, and finalizing the terms of listings and sales of said properties; and, the right to the entirety of the proceeds of sales of said properties. Further, and notwithstanding the transfer of the Hull Properties (City Portion) to City, Hull shall retain and reserve, and is hereby granted, the exclusive right and sole discretion to direct the City to transfer title to the Hull Residential Parcels, inclusive of any lots created therein, at any time subsequent to the Close of Escrow.

2.2.11 Cooperation & Authority. In keeping with Hull's reserved rights under this Agreement, and except as provided in this Agreement and entirely at Hull's expense and without cost to City, City shall fully and timely cooperate with Hull—and once formed the Association—in exercising the reserved rights and discretion under this Agreement, including, but not limited to: processing boundary line adjustments; permitting (as may be required under this Agreement); with respect to the work and procedures undertaken in furtherance of creating, establishing, and developing the Hull Residential Parcels; Hull's listing and sale of parcels; the transfer of title to the Hull Residential Parcels as directed by Hull; and all other matters as may be reasonably requested for purposes of carrying out the provisions and intent of Hull's reserved rights and discretion under this Agreement. Hull is hereby authorized to submit applications on behalf of the City in its capacity as owner / record title holder of the Hull-City Properties as may be required in Hull's exercise of the reserved rights and discretion provided in this Agreement. City shall at all times keep the Hull Residential Parcels free and clear of all liens and encumbrances.

2.3 ANNEXATION, ZONING & OUT-OF-AREA SERVICE AGREEMENTS.

2.3.1 Annexation. Within an administratively reasonable period of time not to exceed 75 days after Close of Escrow, the City shall adopt and submit to the Mendocino County Local Agency Formation Commission (“LAFCo”) a resolution of application to annex to the City the portion of the Hull Properties (as well as the lands owned by the Noguerras as described in the Easement, Road Access and Maintenance Agreement) within the City’s sphere of influence (“SOI”), established in 1984, which City represents includes all of the lands described herein as the Hull Residential Parcels. If required, the City will also file with LAFCo an application to amend the City’s sphere of influence to include the balance of the Hull Properties and/or City Property. City shall diligently work to complete any portion of its Annexation application that is deemed by the Executive Officer of LAFCo incomplete or otherwise deficient. City shall proceed in good faith to process the Annexation application in the most expeditious manner reasonably possible.

2.3.2 Prezoning & Zoning. Upon Annexation in compliance with the City of Ukiah Ordinance No. 1217, “Uncodified Ordinance of the City Council to Prezone Certain Parcels in Association with the Western Hills Open Land Acquisition and Limited Development Agreement,” adopted on October 6, 2021 (“Prezoning”), the City shall zone in the City’s Single-Family Residential-Hillside Overlay District (R1-H) all lands in which the Hull Residential Parcels are situated, as more particularly described in Table 1 in this Agreement. Consistent with its Prezoning, upon annexation, the balance of the Hull Properties shall be included within the Public Facilities (PF) zoning district.

2.3.3 Out-Of-Area Service Agreement. Within an administratively reasonable period of time not to exceed 45 days after the Close of Escrow, the City shall adopt and submit to LAFCo a resolution of application(s) for an out-of-area service agreement (“OASA”) to extend its electrical utilities and effluent sewer lines and services to the Hull Residential Parcels for residential use. City shall proceed in good faith to process the OASA application(s) in the most expeditious manner reasonably possible.

2.3.4 Cooperation & Other Possible Approvals. In keeping with Hull’s reserved rights under this Agreement, Hull shall fully cooperate with the City in processing its applications through LAFCo, including, but not limited to, preparing or filing with the City or LAFCo any documents reasonably requested by City to support or receive approval of an amended SOI, if required by LAFCo, the annexation or the OASA. City shall diligently pursue its applications, using its best efforts to obtain LAFCo’s approval of the applications. City shall diligently pursue implementation of the change in the City’s boundaries to incorporate the annexed territory and implementation of the OASA to actually provide such services in the most expedient manner reasonably practical. The parties understand and agree that the application(s) may be denied and that the time required to obtain approvals is uncertain. The parties understand and agree that approval of the annexation requires, or may require, agreements and approvals with and by other private and public individuals and entities and may be subject to public hearings and potentially litigation, including, by way of example only and not as an exclusive list, environmental review under the California Environmental Quality Act, a tax sharing

agreement with Mendocino County, approval of the annexation and OASA by the LAFCo, possible review of the extension of City electrical service by PG&E and the California Public Utilities Commission, prior to annexation, approval by LAFCo of an out of area service agreement for City water, sewer or electrical service, and the approval of other permits by the County before, and the City after, annexation or the OASA.

2.3.5 Annexation, Zoning & OASA Expenses. City shall be solely responsible to pay all costs associated with the processing and completion of the Annexation(s), OASA(s), SOI amendment, and Rezoning and zoning, as provided in this Agreement.

2.4 HULL'S RIGHT TO ALTERNATIVE PERFORMANCE AND BREACH OF AGREEMENT

2.4.1 Failed Consideration Due to No Fault of Hull. Hull's rights and discretion to develop and sell up to seven (7) legal parcels for residential use within the Hull Residential Parcels as a part of a private, gated, community, as detailed above in Section 2 of this Agreement ("**Residential Development Rights**"), is a substantial portion of the consideration provided to Hull under this Agreement. In the event of a Withdrawal Event under Section 2.4.3, Hull will have not received a substantial portion of consideration due to him under this Agreement. In such an event, Hull shall be entitled to: (1) alternative performance by City, as provided in this Section 2.4; and, (2) recover damages suffered by Hull or his successors or assigns, if the City breaches this Agreement as provided in Section 2.4.3(b), below.

2.4.2 Alternative Performance. Hull's right to alternative performance ("**Alternative Performance**") by City shall include City's transfer back to Hull (to the extent not already held of record by Hull or his assignee(s)) of all right, title, and interest in and to (a) the Parcel labeled "1" on page two of **Exhibit H** (said page being labeled on said **Exhibit H** as "**Exhibit 'C2'**"), (b) the Parcel labeled "2" on page two of **Exhibit H**, and (c) an additional 40 acre parcel of land adjacent to said parcels, to be established by Hull in his discretion pursuant to a boundary line adjustment, the intended approximate location of which is labeled "Additional Development Area" on page "2" of **Exhibit H** (collectively "**Withdrawn Property**"), such parcels in (a)-(c) above referred elsewhere in this Agreement as the Hull Residential Parcels.

2.4.3 Withdrawal Events, Hull's Exercise of Right to Alternative Performance & Damages for Breach of Agreement. On the occurrence of any of the following events (collectively or individually a "**Withdrawal Event**"), and subject to conditions stated in the following subsections, Hull shall be entitled to: exercise the right to the City's Alternative Performance; and, additionally with respect to a Withdrawal Event under Section 2.4.3 (b), damages for City's breach of this Agreement. Neither the exercise of Alternative Performance nor recovery of damages shall affect any other provisions of this Agreement or the Easement, Road Access and Maintenance Agreement:

(a) Annexation. If the City complies with Section 2.3.1 and in doing so fails or is unable to procure LAFCo's approval of Annexation within one (1) year from the date the Executive Officer of LAFCo accepts the City's application as complete ("**Application Acceptance**") - City shall promptly provide Hull written notice of the Application Acceptance by

LAFCo), Hull may exercise the right to Alternative Performance by giving the City advance written notice on or before the date that is sixty (60) days before the one (1) year anniversary of Application Acceptance (“60 Day Notice”). If Hull fails to give a 60 Day Notice, Hull may not exercise the right to Alternative Performance prior to the second anniversary of Application Acceptance. Hull may exercise the right to Alternative Performance at the end of the second anniversary of Application Acceptance by giving the City a 60 Day Notice prior to the second anniversary. If Hull fails to give that 60 Day Notice, Hull cannot exercise the right to Alternative Performance until the end of the third anniversary of Application Acceptance, at which time the right to Alternative Performance shall be deemed automatically exercised unless Hull and the City agree otherwise in writing. Alternative Performance in this Section 2.4.3 (a) includes withdrawal of the Hull Residential Parcels from the City’s Annexation application for which the parties shall cooperatively and promptly take all action necessary to accomplish.

(b) Zoning. If the City fails to comply with Section 2.3.1, fails to zone the Hull Residential Parcels in the City’s Single-Family Residential-Hillside Overlay District (R1-H) as required by this Agreement, or subsequently modifies such zoning in a way that reduces or prevents the exercise of the Residential Development Rights, the City shall be deemed to have breached this Agreement and Hull may then exercise the right to Alternative Performance by giving the City thirty (30) days advance written notice and shall also recover damages from City, as authorized under Section 2.4.1, for the breach.

2.4.4. Duties on Exercise of Right to Alternative Performance. On Hull’s exercise of the right to Alternative Performance, the parties shall undertake the following actions within the stated timeframes:

(a) Within three (3) business days of Hull’s notice of exercise of the right to Alternative Performance the parties shall cooperate with each other to open an escrow with the Escrow Agent for the transactions required by the Alternative Performance.

(b) Within ten (10) days of Hull’s notice of exercise of the right to Alternative Performance, City shall execute and deliver to the Escrow Officer grant deeds conveying to Hull all right, title, and interest in and to any then-existing legal parcels comprising the Withdrawn Property free and clear of all liens. To the extent any portion of the land referred to in Section 2.4.2 (c) has not been established as a legal parcel(s), City shall, within fourteen (14) days of recordation of the instrument by which a legal parcel(s) comprising all such land is created, execute and deliver to the Escrow Officer a Grant Deed conveying to Hull all right, title, and interest in and to said parcel(s).

(c) To the extent any portion of the land referred to in Section 2.4.2 (c) has not been established as a legal parcel, within twenty one (21) days of Hull’s notice of exercise of the right to Alternative Performance, Hull shall prepare and deliver to City tentative maps and legal descriptions sufficient to boundary line adjust parcels within the Hull-City Properties to establish a legal parcel(s) comprising all such land. In this event, the parties shall work cooperatively to process and perfect any such boundary line adjustment(s) in the most efficient and timely manner reasonably possible.

(d) The parties shall timely perform all other acts reasonably required

to carry out the intent and provisions of this Section 2.4, including as may be requested by the Escrow Agent, and shall equally pay all fees, costs, and expenses of the escrow and Escrow Agent, including associated title costs.

(e) The parties shall cause escrow to close within twenty one (21) days of the escrow opening or, if applicable, ten (10) days after recordation of the instrument by which a legal parcel(s) comprising all land referred to in Section 2.4.2 (c) is established. On the close of this escrow, Escrow Agent shall record all instruments in a manner to carry out the intent of the parties as expressed in this Section 2.4 and cause conformed and recorded copies of the same to be delivered to both Hull and City.

2.4.5 Balance of Agreement Unaffected. In the event of a Withdrawal Event, and except as provided in this Section 2.4, no additional consideration shall be paid or exchanged by the parties and the balance of the Agreement shall remain unaffected—by way of example only: the provisions of Section 1 not modified by this Section 2.4 shall remain in full force and effect; the City and Hull shall continue to retain all easements reserved or granted under this Agreement and those conveyed pursuant to the Easement, Road Access and Maintenance Agreement; and, Hull's retained and reserved rights and discretion to nine (9) of the ten (10) legal parcels situated within the Hull-City Properties and Hull's BLA Rights shall remain in full force and effect.

3. MISCELLANEOUS

3.1 Notices. All notices and any other communications permitted or required under this Agreement must be in writing and will be effective (a) immediately upon delivery in person or by facsimile, or upon delivery to the recipient if attached to an email communication; (b) on the date of delivery, as evidenced by the records of the courier, if deposited with a nationally-recognized commercial courier for overnight delivery, provided delivery is made during regular business hours or receipt is acknowledged by a person reasonably believed by the delivering party to be employed by the recipient; or (c) on the date indicated on the return receipt, if deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid. Any notice to be given by any party hereto may be given by the counsel for such party. All notices must be properly addressed and delivered to the parties at the addresses set forth below, or at such other addresses as either party may subsequently designate by written notice given in the manner provided in this section. A copy of all notices and other communications shall be delivered by email:

Hull: David J. Hull
P.O. Box 837
Ukiah, CA 95482
Email: davehullins@yahoo.com

City: City of Ukiah
Attention: Sage Sangiacomo, City Manager
Ukiah Civic Center
300 Seminary Ave
Ukiah, CA. 95482

Fax: 707-463-6204

Email: ssangiacomo@cityofukiah.com

3.2 Headings. The headings used herein are for purposes of convenience only and shall not be used in construing the provisions hereof.

3.3 Further Assurances. The parties hereby agree to execute such other documents and perform such other acts as may be reasonably necessary or desirable to carry out the purposes of this Agreement, whether before or after the Closing Date.

3.4 Entire Agreement. This Agreement represents the final, entire and complete agreement between the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous agreements, communications or representations, whether oral or written, express or implied. The parties acknowledge and agree that they shall not and are not relying on any representation, promise, inducement or other statement, whether oral or written and by whomever made, that is not contained expressly in this Agreement. This Agreement may only be modified by a written instrument signed by representatives authorized to bind both parties. Oral modifications are unenforceable.

3.5 Exhibits. Exhibits attached to this Agreement are incorporated into it by reference.

3.6 Partial Invalidity. If any term, covenant or condition of this Agreement or its application to any person or circumstances shall be held to be illegal, invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to other persons or circumstances shall not be affected, and each term hereof shall be legal, valid and enforceable to the fullest extent permitted by law, unless an essential purpose, or substantial portion of the consideration, of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision. In the event of such partial invalidity, the parties shall seek in good faith to agree on replacing any such legally invalid provisions with valid provisions which, in effect, will, from an economic viewpoint, most nearly and fairly approach the effect of the invalid provision and the intent of the parties in entering into this Agreement.

3.7 No Waiver. No consent or waiver by either party to or of any breach or non-performance of any representation, condition, covenant or warranty shall be enforceable unless in a writing signed by the party entitled to enforce performance, and such signed consent or waiver shall not be construed as a consent to or waiver of any other breach or non-performance of the same or any other representation, condition, covenant, or warranty. Nothing herein shall be construed to alter any statute of limitations.

3.8 Time of the Essence. Time is of the essence of this Agreement and each and every provision hereof.

3.9 Governing Law. This Agreement is entered into and shall be governed by, and construed and enforced in accordance with, the laws of the State of California (without giving effect to its choice of law principles). The parties agree to the jurisdiction of the California state courts and to venue in the state courts in Mendocino County.

3.10 Interpretation. All parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise, (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (iv) "or" is not exclusive; (v) "includes" and "including" are not limiting; and (vi) "days" means calendar days unless specifically provided otherwise.

3.11 Third Party Beneficiaries. This Agreement has been made solely for the benefit of the parties hereto, the Association, and their respective successors and permitted assigns, and nothing in this Agreement is intended to, or shall, confer upon any other person any benefits, rights or remedies under or by reason of this Agreement.

3.12 Compliance with Laws. Each party shall comply with all applicable laws, rules, regulations, orders, consents and permits in the performance of all of their obligations under this Agreement.

3.13 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument and is intended to be binding when all parties have delivered their signatures to the other parties. Signatures may be delivered by electronic or facsimile transmission. All counterparts shall be deemed an original of this Agreement.

3.14 Authority. The individuals executing this Agreement on behalf of Hull and City individually represent and warrant that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

3.15 Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and permitted assigns of the parties hereto. The City shall cooperate with Hull in any exchange by Hull under 26 U.S.C. §1031. Nothing in this provision shall preclude Hull from assigning this Agreement, or rights associated with it, as contemplated by Section 2 of this Agreement, including but not limited to the Association, and the future owners of, the Hull Residential Parcels. As to any of Hull's successors or assigns of his reserved, retained, or granted rights under Section 2 of this Agreement, upon said successor or assign assuming all of Hull's duties and obligations associated with such assignment or succession, Hull shall be released from such duties and obligations placed on Hull in said section. City shall not assign this Agreement without Hull's prior written approval, such approval not be unreasonably withheld or delayed, except that the City may assign its rights and obligations under this Agreement to a Public Agency or an organization or entity that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986 and applicable regulations. No such assignment shall release City from liability for the performance of any of its obligations under this Agreement which cannot lawfully be performed by the assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

[Type here]

[Type here]

COU 2122-201

03 / 25 / 2022

Dated: March __, 2022

HULL

By:



David J. Hull
Individually, as Trustee of the David J.
Hull Living Trust, and as managing member of
D&J Investments, LLC

Dated: March __, 2022

CITY OF UKIAH

By:

Sage Sangiacomo
City Manager

ATTEST

By:

Kristine Lawler, City Clerk

[Type here]

[Type here]

COU 2122-201

Dated: March __, 2022

HULL

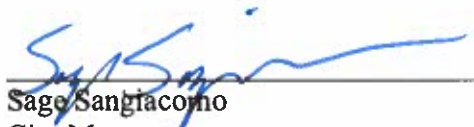
By:

David J. Hull
Individually, as Trustee of the David J.
Hull Living Trust, and as managing member of
D&J Investments, LLC

Dated: March 25, 2022

CITY OF UKIAH

By:



Sage Sangiacomo
City Manager

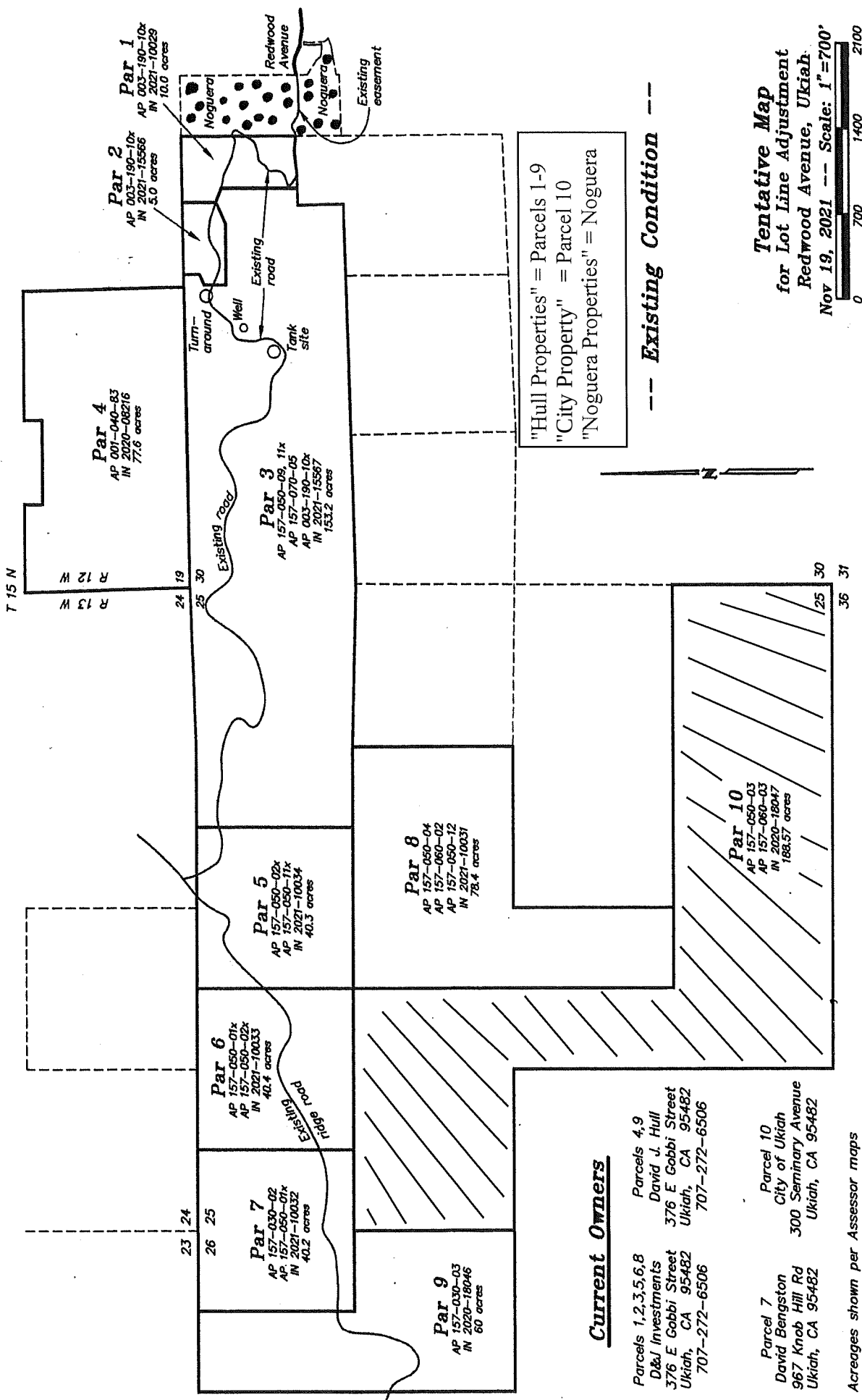
ATTEST

By:



~~Kristine Lawler, City Clerk~~
Shannon Riley, Deputy City Clerk

EXHIBIT A



"Hull Properties" = Parcels 1-9
 "City Property" = Parcel 10
 "Noguera Properties" = Noguera

--- Existing Condition ---

Current Owners

- Parcels 1,2,3,5,6,8
 D&J Investments
 376 E Gobbi Street
 Ukiah, CA 95482
 707-272-6506
- Parcels 4,9
 David J. Hull
 376 E Gobbi Street
 Ukiah, CA 95482
 707-272-6506
- Parcel 7
 David Bengston
 967 Knob Hill Rd
 Ukiah, CA 95482
- Parcel 10
 City of Ukiah
 300 Seminary Avenue
 Ukiah, CA 95482

Tentative Map
 for Lot Line Adjustment
 Redwood Avenue, Ukiah
 Nov 19, 2021 --- Scale: 1"=700'

Acreages shown per Assessor maps



EXHIBIT A-1

EXHIBIT A⁻¹

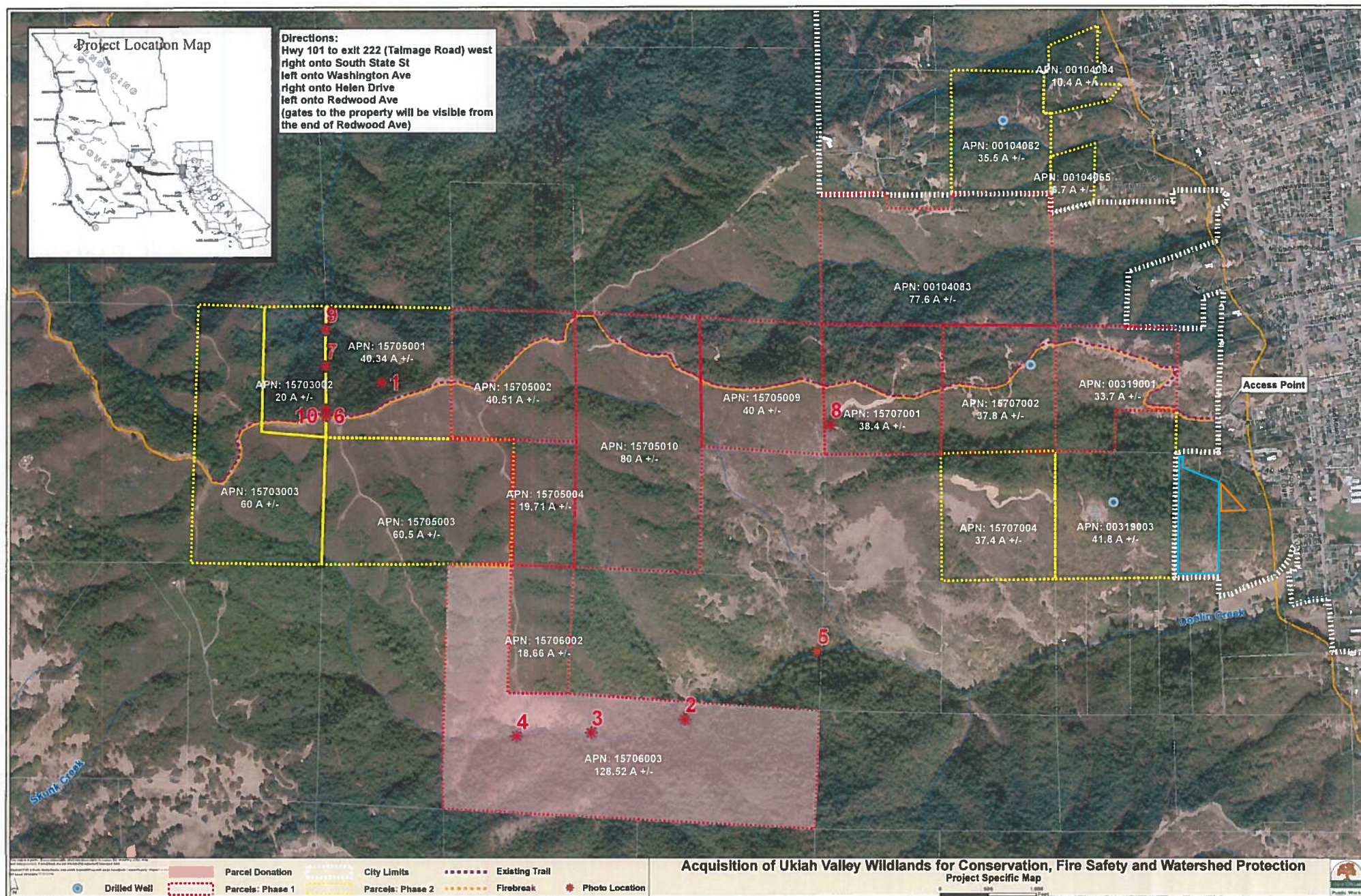


EXHIBIT B

EXHIBIT B
(Hull, D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, and within Sections 25 and 26, Township 15 North, Range 13 West, Mount Diablo Meridian, described in the following nine instruments:

1. Instrument No. 2021-10029, Mendocino County Records, D&J Investments, LLC
2. Instrument No. 2021-15566, Mendocino County Records, D&J Investments, LLC
3. Instrument No. 2021-15567, Mendocino County Records, D&J Investments, LLC
4. Instrument No. 2020-08216, Mendocino County Records, Hull
5. Instrument No. 2021-10034, Mendocino County Records, D&J Investments, LLC
6. Instrument No. 2021-10033, Mendocino County Records, D&J Investments, LLC
7. Instrument No. 2021-10032, Mendocino County Records, D&J Investments, LLC
8. Instrument No. 2021-10031, Mendocino County Records, D&J Investments, LLC
9. Instrument No. 2020-18046, Mendocino County Records, Hull, EXCEPTING
THEREFROM all that portion land described in Instrument No. 2020-18046 that
was granted from Hull to the City of Ukiah by way of Instrument No. 2020-18047.

EXHIBIT B

EXHIBIT C

After recording mail to:

City of Ukiah, a general law municipal corporation
300 Seminary Ave.
Ukiah, CA 95482

CONFORMED COPY

Copy of Document Recorded on
03/03/2021 09:23:58 AM
as 2021-03351
Mendocino County Clerk-Recorder

Order No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
DOCUMENT TITLE

This document is being re-recorded to Correct the spelling of the Grantor's name;
Grant Deed originally recorded December 31, 2020 as
Document number: 2020-18047, Mendocino County Records.

RECORDING REQUESTED BY:
Redwood Empire Title Company of Mendocino
County

**Mail Tax Statements and
When Recorded Mail Document To:**
City of Ukiah, a general law municipal corporation
300 Seminary Avenue
Ukiah, CA 95482

2020-18047
Recorded at the request of:
REDWOOD EMPIRE TITLE
12/31/2020 09:37 AM
Fee: \$0 Pgs: 1 of 5
OFFICIAL RECORDS
Katrina Bartolome - Clerk-Recorder
Mendocino County, CA



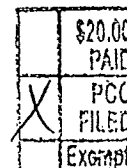
Escrow No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s) Documentary Transfer Tax stamps in the sum of -0- NO RECORDING FEE
PURSUANT TO RTC-11922

- ☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☒ Unincorporated area: of



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

David

~~David~~ J. Hull, a married man, as his sole and separate property

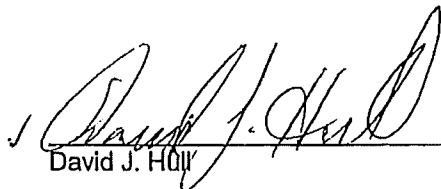
hereby GRANT(S) to

City of Ukiah, a general law municipal corporation

the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

Dated: December 15, 2020


David J. Hull

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

State of California

County of Mendocino

On Dec. 30, 2020 before me,

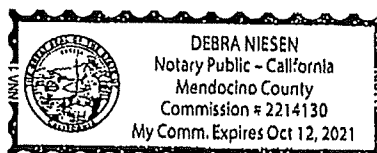
Debra Niesen, Notary Public,
personally appeared David J. Hull

David J. Hull 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 Debra Niesen (Seal)
Debra Niesen



Escrow No.: 20203118DN
Title Order No.:

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Lots 3, 6, 7 and 8 and the west half of Lots 4 and 5, all in Section 25, Township 15 North, Range 13 West, M.D.M.

Excepting therefrom all the coal and other minerals reserved by the United States in the Patents recorded March 15, 1945 in Book 182 of Official Records, Page 212, and recorded April 10, 1949 in Book 258 of Official Records, Page 273, Mendocino County Records.

A.P.N.: 157-050-03-05, 157-060-03-05

Pursuant to Certificate of Compliance recorded December 22, 2020 as 2020-17564 of Official Records.

EXHIBIT D

Escrow No.: 20220035RB
Title Order No.:

EXHIBIT D
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

TRACT ONE:

Parcel 1, as numbered and designated upon the Parcel Map of Minor Subdivision No. 84-6 filed for record July 26, 1984 in Map Case 2, Drawer 42, Page 2, Mendocino County Records.

APN: 003-181-01

TRACT TWO:

A 5 foot wide public utility easement, as reserved in the Grant Deed executed by City of Ukiah recorded July 16, 1985 in Book 1514, Page 244 of Official Records.

EXHIBIT E

Escrow No.: 20220036RB
Title Order No.:

EXHIBIT E
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of those lands described in deed from Amos Mahurin, et ux to Frank Robinson, et ux, dated November 1, 1930, recorded in Book 56 of Official Records, Page 362 et. seq., Mendocino County Records; thence North 82°25'06" East (Easterly per aforesaid deed), 45.00 feet along the South line of the County road leading from Ukiah to Talmage by way of Twin Oaks to the Point of Beginning; thence continuing North 82°25'06" East, 153.05 feet along the said South line of the County road leading from Ukiah to Talmage to the Northwest corner of Parcel 2 as designated upon the Parcel Map of Minor Subdivision No. 84-6 filed for record July 26, 1984 in Map Case 2, Drawer 42, Page 2, Mendocino County Records; thence along the Northerly line of said Parcel 2 North 82°25'06" East, 47.66 feet; thence continuing along the Northerly and Easterly line of said Parcel 2 through a tangent curve to the right with a radius of 15.00 feet through a central angle of 94°11'05" a distance of 24.66 feet; thence along the Easterly line of said Parcel 2 South 3°23'49" East, 15.76 feet; thence continuing along the Easterly line of said Parcel 2 through a tangent curve to the left with a radius of 3,044.00 feet through a central angle of 2°36'15" a distance of 138.36 feet; thence leaving said Easterly line of said Parcel 2 South 82°25'06" West, 249.76 feet more or less to the West line of the lands described in the aforesaid deed; thence along said West line North 08°31'40" West, 80.00 feet; thence leaving said West line North 82°25'06" East, 45.00 feet; thence North 08°31'40" West, 90.00 feet to the Point of Beginning.

Basis of Bearings: Found monuments as shown on Record of Survey, Map Case 2, Drawer 23, Page 31, Mendocino County Records, being North 08°31'40" West.

APN: 003-582-38

Pursuant to City of Ukiah Boundary Line Adjustment No. BLA 09-07 by Quitclaim Deed recorded October 25, 2010 as 2010-15014 of Official Records.

EXHIBIT F

Escrow No.: 20220270RB
Title Order No.:

EXHIBIT F
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Tract One:

Lying within Section 30, T15N, R12W, M.D.B.&M. and Lot 77 of the Yokayo Rancho and being more particularly described as follows:

Beginning at a 1/2" iron pipe plugged L.S. 3089 and being the Northwestern corner of Lot 2 of said Section 30 as shown per Case 2, Drawer 16, Page 30 M.C.R.; thence S 0°10'50" E 1325.72 feet to a 1/2" iron pipe plugged L.S. 3089 being the Southwesterly corner of said Lot 2; thence N 87°51'37" E 504.77 feet to a 1/2" iron pipe plugged L.S. 3089 being the Southeasterly corner of said Lot 2; thence along the Easterly line of said Lot N 0°13'08" W 733.49; thence N88° 12' 00" E 255.00 feet; thence N 41° 14' 41" W 388.33 feet; thence N 73° 11' 09" W 401.86 feet; North 160 feet to the Northerly line of said Lot 2; thence along said line S 88° 37' 58" W 120 feet to the point of beginning .

APN: 003-190-08 & 003-500-19

Tract Two:

Together with a non-exclusive easement for ingress, egress and public utilities being a width of 30 feet and lying equally left and right of the following described centerline.

Beginning at a point on the centerline at the Westerly end of San Jacinta Dr. as shown per Case 2, Drawer 13, Page 26 M.C.R.; thence S 86° 04' W 118.00 feet to a tangent curve concave to the South; thence thru said curve with central angle of 39° 56'00" a radius of 50.00 feet, a distance of 34.85 feet; thence S 46°08' W 70.00 feet to a tangent curve concave to the East; thence thru said curve with a central angle of 76° 08' a radius of 50.00 feet, a distance of 66.44 feet; thence S 30°00' E 40.00 feet to a tangent curve concave to the Northwest, thence thru said curve with a central angle of 148° 20' a radius of 40.00 feet, a distance of 103.56 feet; thence N 61° 40' W 65.00 to a tangent curve concave to the Northeast, thence thru said curve with a central angle of 44° 40' a radius of 50.00 feet, a distance of 38.98 feet; thence N 17° 00" W 50.00 feet to a tangent curve concave to the southeast; thence thru said curve with a central angle of 198° 00' a radius of 75.00 feet, a distance of 259.18 feet; thence S 35° 00' E 32.81 feet to the terminus of the above described line.

EXHIBIT G

EXHIBIT G

FINAL CONDITIONS OF APPROVAL FOR THE UKIAH WESTERN HILLS OPEN LAND ACQUISITION & LIMITED DEVELOPMENT AGREEMENT PROJECT, INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION, AND ORDINANCE FOR PREZONING FILE NO.: 20-5915.

The following Conditions of Approval shall be made a permanent part of the Lot Line Adjustments, Development Agreement, site improvements, prezoning and annexation associated with the Ukiah Western Hills Open Land Acquisition & Limited Development Agreement Project, shall remain in force regardless of property ownership, and shall be implemented in order for this entitlement to remain valid.

Project Summary. The Ukiah Western Hills Open Land Acquisition & Limited Development Project includes the following components: 1) Acquisition and annexation of approximately 707 acres into the City of Ukiah limits; 2) Prezoning the parcels to PF and R1-H (and associated Zoning Map and General Plan Map Amendments upon approval of the annexation application); 3) Sequential Lot Line Adjustments to reconfigure the existing parcels into seven lots ("Development Parcels") for future potential development; 4) Development Agreement between Hull Properties and the City allowing up to one single-family home and one accessory dwelling unit on each Development Parcel (14 units total); and 5) site improvements including extension of utilities, road improvements, and construction of the water tanks.

The Project includes several parcels located within unincorporated Mendocino County within the Ukiah Western Hills referred to as the "Hull Properties" (APNs 001-040-83, 157-070-01, 157-070-02, 003-190-01, 157-050-09, 157-060-02, 157-050-02, 157-050-04, 157-050-01, 157-030-02, 157-030-03, 157-050-11 & 157-050-12); "Noguera Properties" (APNs 003-190-09 & 003-110-90); and the City-owned "Donation Parcel" (APNs 157-050-03, 157-060-003).

The following Conditions of Approval apply to the Project.

City of Ukiah Special Conditions

1. Approval of the Project is contingent upon City Council approval of the Development Agreement, which includes an easement, road access and maintenance agreement.
2. In accordance with LAFCo-adopted procedures, and as required under the Development Agreement, the City will submit its annexation application to the Mendocino County Local Agency Formation (LAFCo), after it acquires title to the Annexation Parcels, and upon City Council approval of the Proposed Project.
3. An application for annexation and prezoning shall be approved by the Mendocino County Local Agency Formation Commission (LAFCo) prior to the prezoning becoming effective. Prezoning will also require a General Plan Map Amendment and Zoning Map Amendment, upon approval of the annexation application.
4. Upon approval of the annexation application, a copy of the final Lot Line Adjustment shall be provided to the City Engineer for final review before recordation. The final map shall conform to the Subdivision Map Act and Division 9, Chapter 1 of the Ukiah Municipal Code, as applicable. A copy of the recorded Lot Line Adjustment shall be submitted to the

Community Development Department prior to submittal of a Use Permit for single family housing within the Development Parcels located within the City's jurisdiction.

5. In accordance with the terms described in the Development Agreement, Hull shall have the option to withdraw the Hull Development Parcels from the City's annexation application, if LAFCo has failed to approve the annexation within one (1) year from the date the Executive Officer of LAFCo accepts the application as complete.
6. The Initial Study and Mitigated Negative Declaration prepared for the Project (SCH No. 2021040428) found that construction and ground disturbing activities associated with the Development Agreement, future residential development, and site improvements could result in direct significant impacts to Air Quality, Biological Resources, Cultural/Tribal Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, Utilities and Service Systems, and Wildfire. However, the mitigation measures identified within the Mitigation Monitoring and Reporting Program (**Attachment A**) shall be implemented as described to reduce potential environmental impacts. These mitigation measures shall apply to all future ground disturbing activities and development (including residential development), as described further in the Mitigation Monitoring Reporting Program.
7. Future residential development of the Development Parcels shall be in accordance with the Hillside Overlay Zoning District regulations contained within UCC Sections 9135-9139. All future development shall require discretionary review and may require additional environmental review. Additional project-specific Conditions of Approval may be required upon review by City departments and applicable agencies.
8. In accordance with the terms described in the Development Agreement, Hull shall retain the right to develop Development Parcels 1-3 prior to annexation. Single-family homes on Development Parcels 1-3 shall be constructed to R1-H standards by including them in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). In addition, the mitigation measures contained within the ISMND for residential development shall also be included in the CC&Rs and implemented for Development Parcels 1-3 if developed prior to annexation.
9. If development of Development Parcels 1-3 occurs after annexation, development shall comply with all R1-H development standards and be subject to discretionary review, in accordance with the City's Hillside Overlay District.
10. The Developer shall obtain regulatory permits, including but not limited to a 401 Water Quality Certification, California Department of Fish and Wildlife Lake and Streambed Alteration Agreement, etc., if work is proposed to the existing culverts, or in and around any watercourses in the future, in accordance with existing regulatory requirements.
11. The water tanks shall be painted green or a similar color to blend into the landscape.
12. An address assignment application shall be submitted to assign addresses to the proposed Development Parcels at the time of development.

City of Ukiah Standard Conditions

13. City Council approval is not effective until the 10-day appeal period applicable to the project has expired without the filing of a timely appeal. If a timely appeal is filed, the project is subject to the outcome of the appeal and shall be revised as necessary to comply

with any modifications, conditions, or requirements that were imposed as part of the appeal.

14. All use, construction and the location thereof, or occupancy, shall conform to the application and to any supporting documents submitted therewith, including any maps, sketches, or plot plans accompanying the application or submitted by applicant in support thereof.
15. Any construction shall comply with the "Standard Specifications" for such type of construction now existing or which may hereafter be promulgated by the Engineering Department of the City of Ukiah; except where higher standards are imposed by law, rule, or regulation or by action of the Planning Commission such standards shall be met.
16. The Applicant shall submit verification of all applicable permits or approvals in compliance with all local, state and federal laws to the Community Development Department prior to issuance of building permits.

Department of Public Works

17. Future residential development and site improvements (including road and access improvements) shall be reviewed by the Department of Public Works to identify site-specific requirements.
18. Construction projects that would disturb more than one acre of land, would be subject to the requirements of General Construction Activity Stormwater Permit (Construction General Permit Order 2009-0009-DWQ, also known as the CGP), which requires operators of such construction sites to implement stormwater controls and develop a Stormwater Pollution Prevention Plan (SWPPP) identifying specific BMPs to be implemented to reduce the amount of sediment and other pollutants associated with construction sites from being discharged in stormwater runoff.
19. Applicable City water and sewer connection fees shall be paid at the time of building permit issuance.
20. All work within the public right-of-way shall be performed by a licensed and properly insured contractor. The contractor shall obtain an encroachment permit for work within this area or otherwise affecting this area. Encroachment permit fee shall be \$45 plus 3% of estimated construction costs.

Electric Utility Department

21. A 10-ft. utility easement for any underground distribution extended into the parcel beyond the existing PUE shall be required. Prior to recordation of the Lot Line Adjustment easements must be surveyed and deeded or defined on the map. Alterations to the 10-ft. utility easement shall be submitted to the COUEUD for approval.
22. Upon individual parcel development, additional easements may be required to provide electric service.
23. Future site improvements shall be submitted to the Electric Utility Department for review and comment. Construction requirements and associated developer costs will be determined to provide electric service.
24. Developer shall incur all costs of project, to include labor, materials, and equipment.

Building Division

25. Submit plans and building permit application. Please submit four complete plan sets, two wet stamped and signed. All Conditions of Approval shall be printed on the first page of the Building Plans.
26. The design and construction of all site alterations shall comply with the current California Building Code, Plumbing Code, Electrical Code, California Mechanical Code, California Fire Code, California Energy Code, Title 24 California Energy Efficiency Standards, California Green Building Standards Code and City of Ukiah Ordinances and Amendments.

Ukiah Valley Fire Authority

27. All access improvements, roadways and residential development shall be reviewed by the Fire Marshall and adhere to all current local, state and federal fire regulations relating to access and safety, including but not limited to: California Building Code, Chapter 7A (Materials and Construction Methods for Exterior Wildfire Exposure, including Wildland Urban Interface regulations); California Residential Code, Section R337 (Materials and Construction Methods for Exterior Wildlife Exposure); California Referenced Standards Code, Chapter 12-7A (Fire Resistive Standards); California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3 (Fire Hazard Reduction Around Buildings and Structures); and California Government Code, Section 51182 (Very High Fire Hazard Severity Zones).

In addition, Public Resources Code Sections 4290 and 4291 contain additional requirements for lands within Very High Fire Severity Zones. These include the following in order to provide defensible space and fire protection for new construction and ensure adequate emergency access: increased property line setbacks for all applicable construction; on-site water storage for fire protection, driveway/roadway types and specifications based on designated usage; all weather driveway/roadway surfaces being engineered for 75,000lb vehicles; maximum slope of 16%; turnout requirements; gate requirements and setbacks, parking standards, fuels reduction regulations, etc.

**UKIAH WESTERN HILLS OPEN LAND & LIMITED DEVELOPMENT AGREEMENT PROJECT
MITIGATION MONITORING REPORTING PROGRAM**

Potential Impact	Mitigation Measure	Implementation Responsibility	Monitoring & Reporting Responsibility	Timing	Date Implemented
Construction and ground disturbing activities could result in short-term impacts to air quality.	AQ-1: Diesel Engines – Stationary and Portable Equipment and Mobile Vehicles: - Any stationary onsite diesel IC engines 50 horsepower or greater (i.e. large power generators or pumps) or any propane or natural gas engines 250 horsepower or greater may require a permit from the District. - Portable diesel powered equipment that may be used during the proposed project are required to be registered with the state Portable Equipment Registration Program (PERP) or obtain permits from the District. - Projects located adjacent to sensitive receptors (schools, child care facilities, health care facilities, senior facilities, businesses, and residences, etc.) during the construction phase of this project have the potential for exposure to diesel particulate. - Heavy duty truck idling and off-road diesel equipment or other diesel engine idling is limited to less than 5 minutes.	Developer	Developer	During construction and ground disturbing activities	
	AQ-2: Grading Projects- During Construction- All grading activities must comply with the following fugitive dust mitigation measures in accordance with District Regulation 1, Rule 1-430: All visibly dry disturbed soil road surfaces shall be watered to minimize fugitive dust emissions.	Developer	Developer	During construction and ground disturbing activities	

	2. All unpaved surfaces, unless otherwise treated with suitable chemicals or oils, shall have a posted speed limit of 10 mph. 3. Earth or other material that has been transported by trucking or earth moving equipment, erosion by water, or other means onto paved streets shall be promptly removed. 4. Asphalt, oil, water, or suitable chemicals shall be applied on materials stockpiles, and other surfaces that can give rise airborne dusts. 5. All earthmoving activities shall cease when sustained winds exceed 15 mph. 6. The operator shall take reasonable precautions to prevent the entry of unauthorized vehicles onto the site during non-work hours. 7. The operator shall keep a daily log of activities to control fugitive dust. 8. For projects greater than one acre or one mile of road not located within a Naturally Occurring Asbestos Area, prior to starting any construction the applicant is required to: 1. Submit a Large Area Grading permit application to the District. 2. Obtain a final determination from the Air Quality Management District as to the need for an Asbestos Dust Mitigation Plan and/or Geologic Survey to comply with CCR sections 93106 and 93105 relating to Naturally Occurring Asbestos. 3. Obtain written verification from the District stating that the project is in compliance with State and Local regulations relating to Naturally Occurring Asbestos. 4. If the project is located within a Naturally Occurring Asbestos Area, additional mitigations shall be required.				
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	AQ-3: Property Development-Prior to starting any construction, the applicant is required to: a. Obtain a Property Development Permit from the District for any open outdoor burning. b. Obtain a Grading Permit, if applicable. c. Confirm whether the project is in a Naturally Occurring Asbestos Area, and follow additional MCAQMD recommendations, if applicable. d. Consider alternate means of disposal other than open burning, such as cutting the majority of the larger material up as firewood, and chipping smaller material, if feasible to mitigate impacts from open outdoor burning. e. Obtain written verification from the MCAQMD stating that the project is in compliance with State and Local regulations.	Developer	Developer	Prior to construction	
Biological Resources					
Construction and ground disturbing activities could result in impacts to sensitive plant species and sensitive woodland tree habitat	BIO-1: Sensitive Trees. If trees are proposed for removal, preconstruction surveys shall be conducted by a qualified biologist to identify Oregon white oak forest and woodland, as well as California bay forest and woodland habitat; removal of sensitive habitat shall be conducted in accordance with California Department of Fish and Wildlife (CDFW) regulations.	Qualified Biologist	Developer	Prior to ground disturbing activities	
Construction and ground disturbing activities could impact Red-belly newt, and other special status amphibians and their habitat	BIO-2: Sensitive Amphibian Species. A qualified biologist shall survey the area prior to any groundbreaking activities to determine the presence of Red-belly newt, or other sensitive amphibian species, and identify additional avoidance measures, if needed. A qualified biologist shall be on-site for any dewatering event to address the potential for the presence of	Qualified Biologist	Developer	Prior to ground disturbing activities	

	sensitive amphibian species such as foothill yellow-legged frog (<i>Rana boylei</i>).				
Construction, vegetation removal, and ground disturbing activities could impact nesting birds and their habitat	BIO-3: Nesting Birds. Pre-construction surveys shall be conducted prior to any vegetation removal or ground disturbing activities occurring between March 1 and August 31 of any year. All active bird nests shall not be removed, relocated, or otherwise disturbed for any purpose until all fledglings have left the nest.	Qualified Biologist	Developer	Prior to vegetation removal or ground disturbing activities between March 1 and August 31	
Construction and ground disturbing activities could impact special-status insects and their habitat	BIO-4: Special-Status Insects. A qualified biologist shall survey the area prior to any groundbreaking activities to determine the presence of special-status insect species and identify additional avoidance measures if needed. If a special-status insect nests are observed, active nests shall not be removed, relocated, or otherwise disturbed until the nest becomes inactive.	Qualified Biologist	Developer	Prior to ground disturbing activities	
Construction and ground disturbing activities could impact special-status mammals and their habitat	BIO-5: Special-Status Mammals. Pre-construction surveys shall be conducted prior to any vegetation removal or ground disturbing activities. If evidence of bat roosts is observed (i.e. bat guano, ammonia odor, grease stained cavities) around trees or structures, pre-construction bat surveys shall be conducted by a qualified biologist for activities that may affect bat roosting habitat and den sites.	Qualified Biologist	Developer	Prior to ground disturbing activities	
Cultural Resources and Tribal Cultural Resources					

Ground disturbing activities have the potential for accidental discovery of unknown, undiscovered cultural resources and tribal cultural resources	CUL-1: Unanticipated Discovery. If previously unidentified cultural, historic, paleontologic or archeologic resources are encountered during project implementation, altering the materials and their stratigraphic context shall be avoided and work shall halt immediately. A qualified professional archaeologist shall be contacted to evaluate the resource and methods necessary to protect it. Project personnel shall not collect, move, or disturb cultural resources. Prehistoric resources include, but are not limited to, chert or obsidian flakes, projectile points, mortars, pestles, and dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic resources include stone or abode foundations or walls; structures and remains with square nails; and refuse deposits or bottle dumps, often located in old wells or privies.	Qualified archaeologist	Developer	During ground disturbing activities	
Ground disturbing activities have the potential for accidental discovery of unknown Native American remains	CUL-2: Encountering Native American Remains. If human remains are encountered during ground disturbing activities, all work shall stop in the immediate vicinity of the discovered remains and the County Coroner and a qualified archaeologist shall be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American and prehistoric, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and further recommendations regarding treatment of the remains will be provided.	Qualified archaeologist	Developer	During ground disturbing activities	
Geology and Soils					
Ground disturbing activities could result in impacts associated with	Incorporation of Mitigation Measure CUL-1	Qualified archaeologist	Developer	During ground disturbing activities	

erosion, the loss of topsoil and landslides if not properly designed	GEO-1: The Project shall comply with the erosion and design standards outlined in Chapter 7 of the Ukiah City Code. Prior to any ground disturbance, erosion and sediment control plans shall be submitted to the Public Works and Community Development Departments for review and approval. Said plans shall protect against soil erosion and runoff through the implementation of appropriate Best Management Practices (BMPs). Typical BMPs include the placement of straw, mulch, seeding, straw wattles, silt fencing, etc. No silt, sediment or other materials shall be allowed to flow from the project area.	Developer	Developer	Prior to any ground disturbance and throughout construction activities; ongoing as needed to control erosion	
Hazards and Hazardous Materials					
Project construction could result in a hazard to the public or the environment if the incidental use of petroleum hydrocarbons (fuel, oil) in tools used during construction were to lead to accidental leaks or spills in or around the work area	HAZ-1: The developer shall establish and implement construction site management practices that will prevent toxic materials and other debris from entering the City's storm drainage and waterway systems, including: a) There shall be no storage of hazardous materials at the Project Site; b) The developer shall provide adequate materials management, including covering, securing, and segregating potentially toxic materials (grease, oils, fuel, solvents, etc.); and c) The developer shall maintain supplies on-hand to contain spills of oil and any other hazardous materials used on-site.	Developer	Developer	During construction	
Construction of the Project may involve the use of gasoline-powered tools and equipment potentially	HAZ-2: Should portable gasoline-powered equipment be used on site, the following firesafe precautions shall be taken: a) Spark arresters are required on all portable gasoline-powered equipment. b) Equipment shall be maintained in good working condition, with exhaust systems and spark	Developer	Developer	During construction	

introducing new temporary sources of ignition that could increase fire risk.	arresters in proper working order and free of carbon buildup. c) Fuel the equipment in a safe place where spills can be contained and a fire extinguisher is nearby. Use the recommended gas/oil mixture and do not top off. Use a funnel or spout for pouring. Wipe off any spills. d) Do not refuel running or hot equipment. Dispense fuel at least 10 feet from sources of ignition. e) Do not use equipment in areas of dry vegetation. Keep leaves and dry materials away from a hot muffler. f) No smoking or open flame allowed near gasoline-powered equipment.				
Hydrology and Water Quality					
Ground disturbing activities and construction of the project would result in impervious surfaces that could impact water quality	Implementation of Mitigation Measures GEO-1 and HAZ-1	Developer	Developer	Prior to and during construction; ongoing as needed to control erosion	
Noise					
Ground disturbing activities and construction of the project would result in temporary noise impacts	NOI-1: Prior to building permit or grading permit issuance, the developer shall comply with the following: a. Construction contracts shall specify that all construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other state-required noise attenuation devices. b. Construction haul routes shall be designed to avoid or lessen impacts to noise-sensitive uses	Developer	Developer	Prior to issuance of building or grading permits, and during construction	

	(e.g., residences, schools, convalescent homes), to the extent feasible. c. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers. d. Per the City's Noise Ordinance, construction shall not take place outside of the hours of 7:00 a.m. to 7:00 p.m.				
Utilities and Service Systems					
City sewer, water and electric utilities would be extended to the area which could result in physical impacts to the environment	Implementation of BIO-1 through BIO-5 , and GEO-1 .	See BIO-1 through BIO-5 and GEO-1	See BIO-1 through BIO-5 and GEO-1	See BIO-1 through BIO-5 and GEO-1	
Wildfire					
Construction of the Project may involve the use of gasoline-powered equipment and machinery, potentially introducing new sources of ignition that could increase fire risk	Implementation of Mitigation Measure HAZ-2	Developer	Developer	During construction	

EXHIBIT H

EXHIBIT "C1"

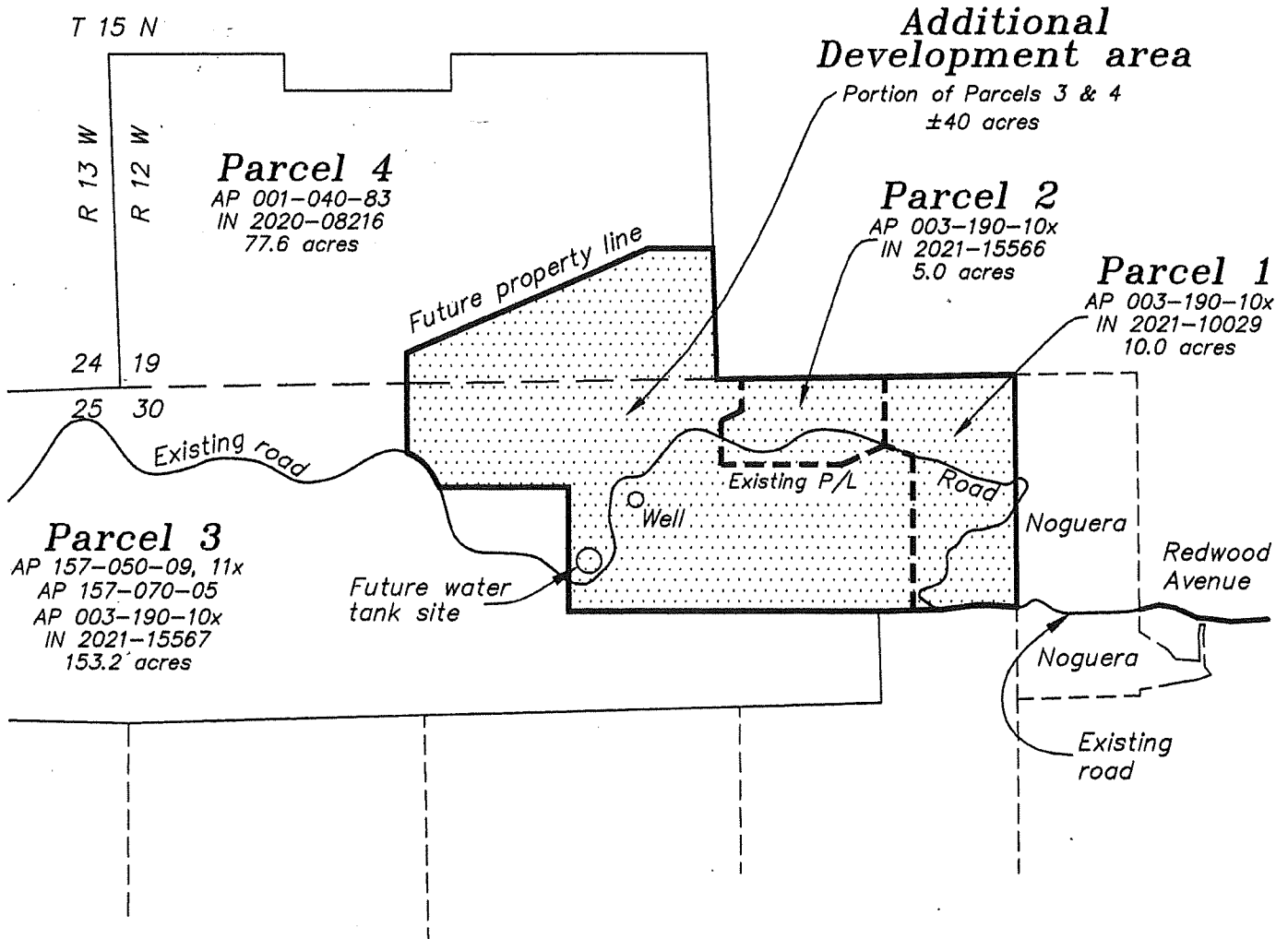
(Hull and D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, Mount Diablo Meridian described as follows:

1. All of that property described in Instrument Number 2021-10029, Mendocino County Records, labeled as Parcel 1 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
2. All of that property described in Instrument Number 2021-15566, Mendocino County Records, labeled as Parcel 2 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
3. An approximate 40 acre area lying within the properties described in Instrument Numbers 2020-08216 and 2021-15567, Mendocino County Records, labeled as Parcels 3 and 4 on the attached Exhibit "C2". (Owned by Hull and D&J Investments, portion of AP 001-040-83, portion of AP 003-190-10 and portion of AP 157-070-05). This area is shown on the attached Exhibit "C2", labeled Additional Residential Development Area.

Exhibit "C2"



Note:

Shaded area = Residential Development Area
(aka Hull Residential Parcels)

**Residential
Development Area**
Redwood Avenue, Ukiah
Jan 10, 2022 -- Scale: 1"=700'



EXHIBIT I

EXHIBIT I

INSURANCE REQUIREMENTS

Hull and upon its creation the Homeowners Association ("Association") shall maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with their pre-Close of Escrow investigations under Section 1 of this Agreement in accordance with Section 1.2.2.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Association shall maintain limits no less than:

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

C. Other Insurance Provisions

The policy is to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverage
 - a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as it relates to any of Hull's pre-Close of Escrow investigation actions on City-owned property as provided in Section 1.2.2 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 insurance coverage shall be primary insurance with respect to the City and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City and its officers, officials, employees or volunteers shall be excess of the insurance required by this provision 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 and its officers, officials, employees or volunteers.

- d. This 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.

4. All Coverages

The Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or 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. Notwithstanding that, the insurance coverage provided by this provision may be cancelled without notice upon the Close of Escrow.

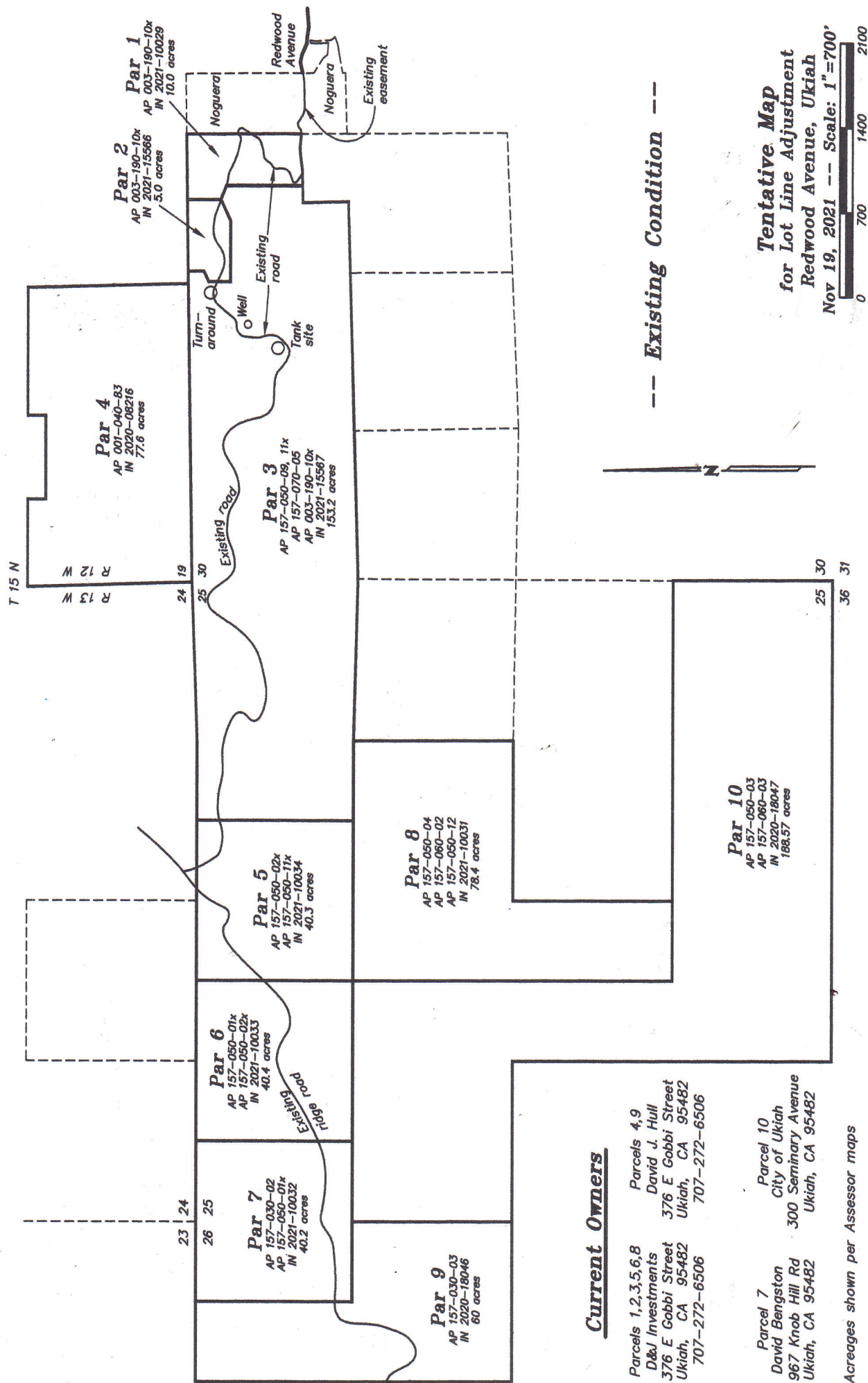
E. Acceptability of Insurers

Insurance is to be placed with an admitted or non-admitted California insurer with an A-A.M. Best's rating.

F. Verification of Coverage

Hull shall furnish the City with a certificate(s) of Insurance and with Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be issued or signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates and Endorsements are subject to review by the City on request. The City reserves the right to require complete, certified copies of all insurance policies required by this Exhibit.

EXHIBIT J



Current Owners

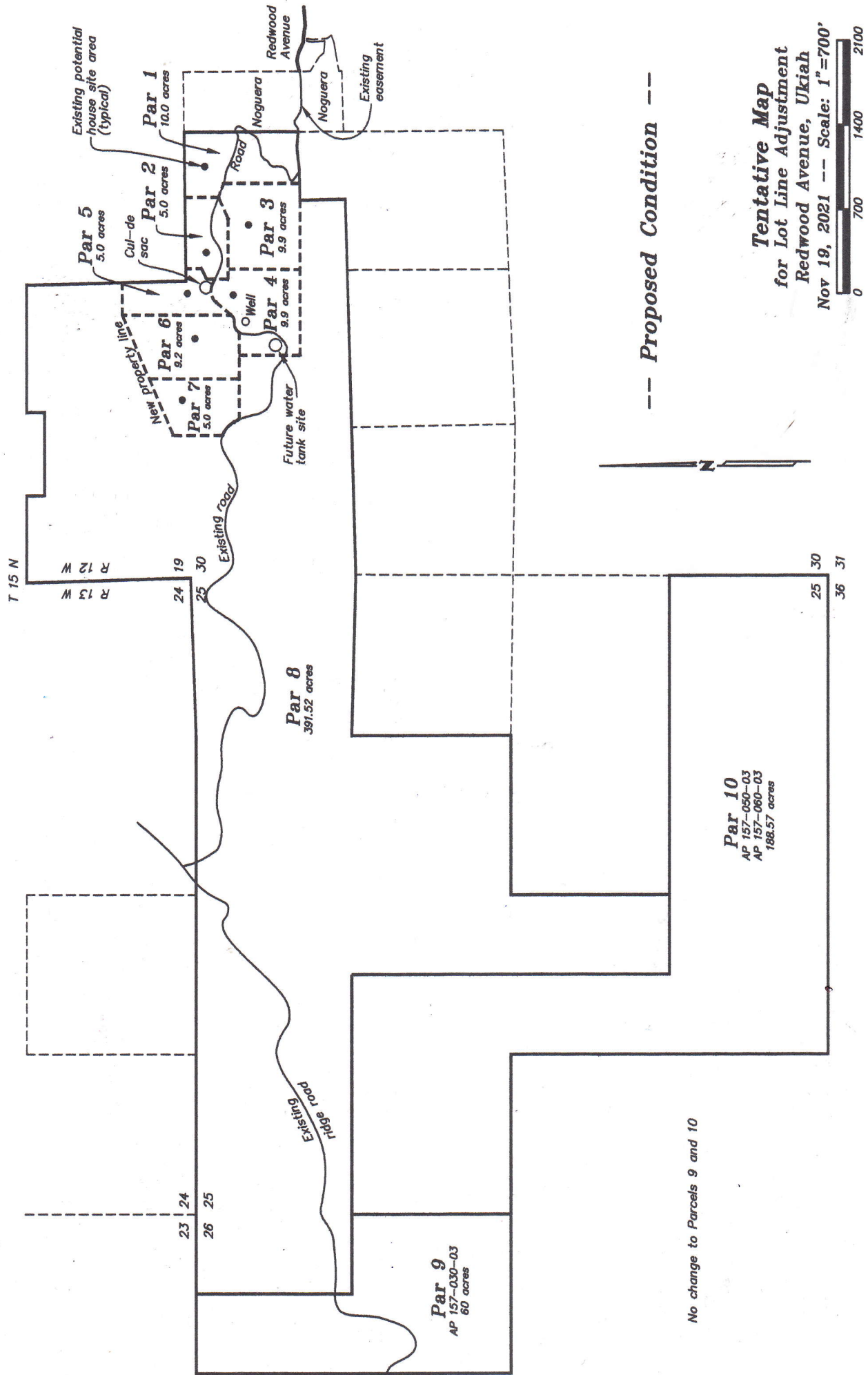
Parcels 1,2,3,5,6,8
D&J Investments
376 E Gobbi Street
Ukiah, CA 95482
707-272-6506

Parcels 4,9
David J. Hull
376 E Gobbi Street
Ukiah, CA 95482
707-272-6506

Parcel 7
David Bengston
967 Knob Hill Rd
Ukiah, CA 95482

Parcel 10
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Acreages shown per Assessor maps



Tentative Map
 for Lot Line Adjustment
 Redwood Avenue, Ukiah
 Nov 19, 2021 --- Scale: 1"=700'

EXHIBIT K

MEMORANDUM OF AGREEMENT WITH RESPECT TO
PROPERTY PURCHASE-SALE / EXCHANGE AND DEVELOPMENT AGREEMENT

Effective March __, 2022, the City of Ukiah (“**City**”), a general law municipal corporation, whose address is _____, Ukiah, CA 95482, David J. Hull, individually as Trustee of the David J. Hull Living Trust, and D&J Investments, LLC, a California limited liability company (collectively “**Hull**” or “**Developer**”), whose address is _____, Ukiah, CA 95482, entered into a certain agreement entitled Property Purchase-Sale / Exchange And Development Agreement (“**Exchange & Development Agreement**”).

The Exchange & Development Agreement includes certain rights, restrictions, encumbrances, and obligations effecting and otherwise in connection with the real property more particularly described in Exhibits A and B, which exhibits are attached hereto and incorporated herein by reference.

The terms and conditions of the Exchange & Development Agreement are more particularly described in said agreement, to which reference is herein made for all purposes.

This Memorandum is being executed and recorded in the Official Records of Mendocino County, California in order to give notice of the provisions of the Exchange & Development Agreement and this Memorandum shall not be deemed or construed to define, limit, or modify said agreement in any manner.

EXHIBIT A to Memorandum (Hull, D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, and within Sections 25 and 26, Township 15 North, Range 13 West, Mount Diablo Meridian, described in the following nine instruments:

1. Instrument No. 2021-10029, Mendocino County Records, D&J Investments, LLC
2. Instrument No. 2021-15566, Mendocino County Records, D&J Investments, LLC
3. Instrument No. 2021-15567, Mendocino County Records, D&J Investments, LLC
4. Instrument No. 2020-08216, Mendocino County Records, Hull
5. Instrument No. 2021-10034, Mendocino County Records, D&J Investments, LLC
6. Instrument No. 2021-10033, Mendocino County Records, D&J Investments, LLC
7. Instrument No. 2021-10032, Mendocino County Records, D&J Investments, LLC
8. Instrument No. 2021-10031, Mendocino County Records, D&J Investments, LLC
9. Instrument No. 2020-18046, Mendocino County Records, Hull, EXCEPTING
THEREFROM all that portion land described in Instrument No. 2020-18046 that
was granted from Hull to the City of Ukiah by way of Instrument No. 2020-18047.

After recording mail to:

City of Ukiah, a general law municipal corporation
300 Seminary Ave.
Ukiah, CA 95482

CONFORMED COPY

Copy of Document Recorded on
03/03/2021 09:23:58 AM
as 2021-03351
Mendocino County Clerk-Recorder

Order No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
DOCUMENT TITLE

This document is being re-recorded to Correct the spelling of the Grantor's name;
Grant Deed originally recorded December 31, 2020 as
Document number: 2020-18047, Mendocino County Records.

RECORDING REQUESTED BY:
Redwood Empire Title Company of Mendocino
County

**Mail Tax Statements and
When Recorded Mail Document To:**
City of Ukiah, a general law municipal corporation
300 Seminary Avenue
Ukiah, CA 95482

2020-18047
Recorded at the request of:
REDWOOD EMPIRE TITLE
12/31/2020 09:37 AM
Fee: \$0 Pgs: 1 of 5
OFFICIAL RECORDS
Katrina Bartolome - Clerk-Recorder
Mendocino County, CA



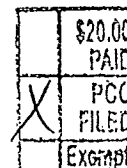
Escrow No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s) Documentary Transfer Tax stamps in the sum of -0- NO RECORDING FEE
PURSUANT TO RTC-11922

- ☐ computed on full value of property conveyed, or
- ☐ computed on full value less value of liens or encumbrances remaining at time of sale,
- ☒ Unincorporated area: of



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

David

~~David~~ J. Hull, a married man, as his sole and separate property

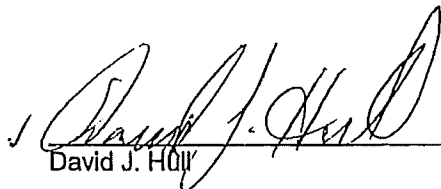
hereby GRANT(S) to

City of Ukiah, a general law municipal corporation

the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

Dated: December 15, 2020


David J. Hull

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

State of California

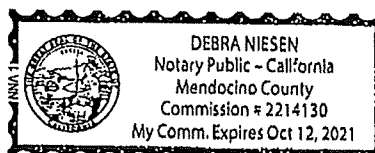
County of Mendocino
On Dec. 30, 2020 before me,
Debra Niesen, Notary Public,
personally appeared David J. Hull

David J. Hull 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 Debra Niesen (Seal)
Debra Niesen



Escrow No.: 20203118DN
Title Order No.:

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Lots 3, 6, 7 and 8 and the west half of Lots 4 and 5, all in Section 25, Township 15 North, Range 13 West, M.D.M.

Excepting therefrom all the coal and other minerals reserved by the United States in the Patents recorded March 15, 1945 in Book 182 of Official Records, Page 212, and recorded April 10, 1949 in Book 258 of Official Records, Page 273, Mendocino County Records.

A.P.N.: 157-050-03-05, 157-060-03-05

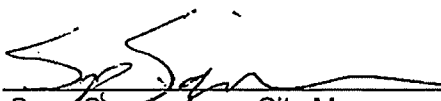
Pursuant to Certificate of Compliance recorded December 22, 2020 as 2020-17564 of Official Records.



CERTIFICATE OF ACCEPTANCE

This certifies that the interest in real property conveyed by the Grant Deed, dated December, 15, 2020, from David J. Hull to the City of Ukiah, a general law municipal corporation, is hereby accepted by order of the undersigned officer on behalf of the City of Ukiah pursuant to authority conferred by resolution of the City Council of the City of Ukiah adopted on February 1, 1961, and the Grantee consents to recordation thereof by its duly authorized officer.

By:


Sage Sangiacomo, City Manager

APN 156-060-03

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

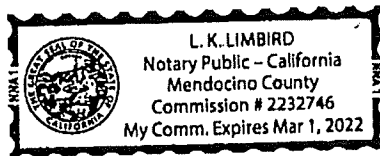
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Mendocino)
 On December 15, 2020 before me, L. K. Limbird,
 Date Here Insert Name and Title of the Officer
 personally appeared Sage Lee Sangiacomo
 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 L. K. Limbird
 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.

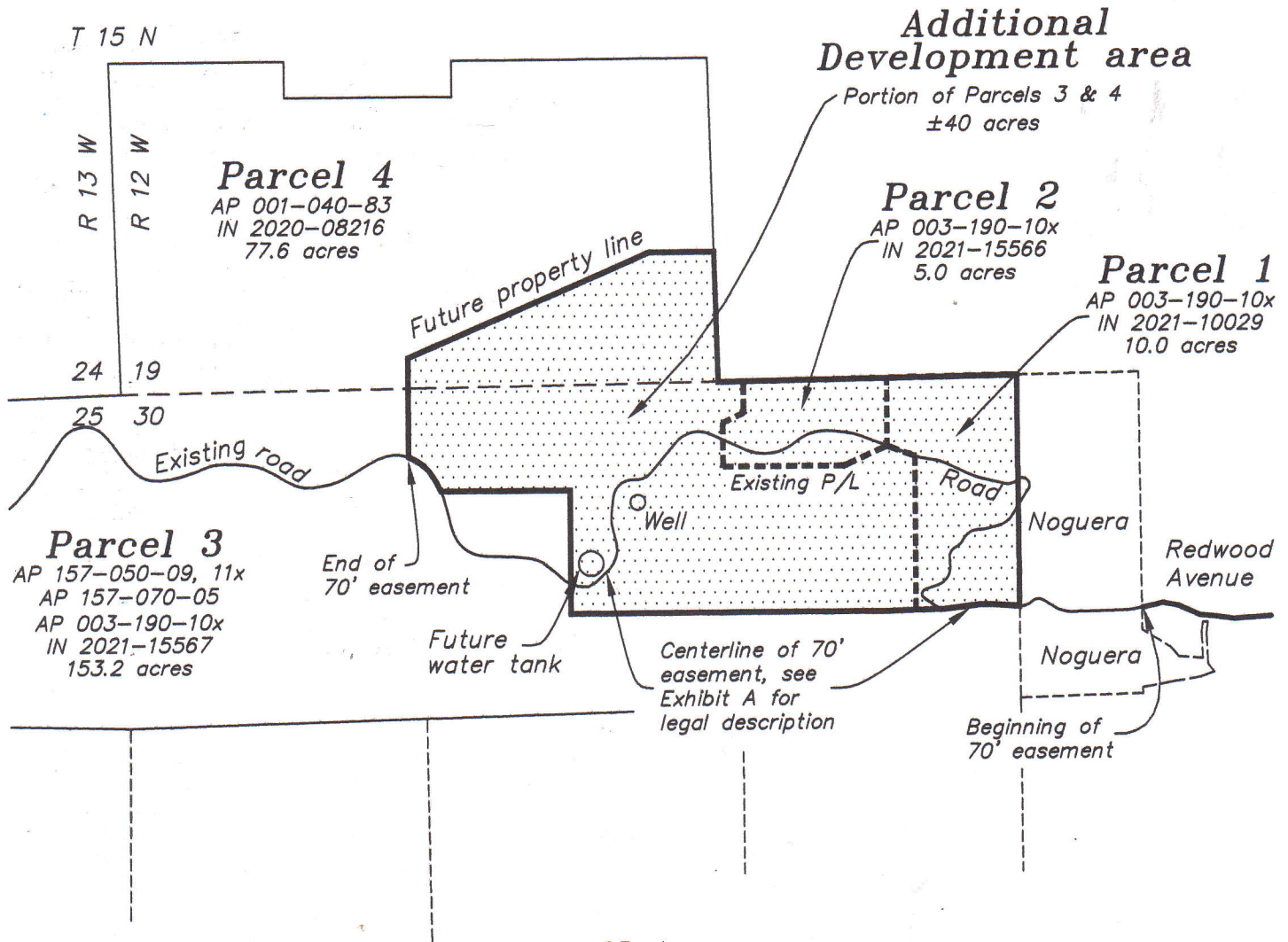
Description of Attached Document

Title or Type of Document: Certificate of Acceptance
 Document Date: December 15, 2020 Number of Pages: 1
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sage Lee Sangiacomo
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☒ Other: City Manager
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



Note:

Shaded area = Residential Development Area
(aka Hull Residential Parcels)

**Road Easement
Residential Development Area
Redwood Avenue, Ukiah
Mar 22, 2022 -- Scale: 1"=700'**



Reservation in Grant Deed from Hull to City of Hull Properties Re Hull Residential Parcels

David J. Hull, individually and as Trustee of the David J. Hull Living Trust, and D&J Investments, LLC, as California limited liability company (“Hull” or “Grantor”), on the one hand, and the City of Ukiah, a general law California City (“City” or “Grantee”), on the other hand do hereby acknowledge and agree that the form of reservation of easement for the benefit of Hull and burdening the real properties to be acquired by City, as required by the Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions (“Exchange Agreement”), shall substantially include the content below.

RESERVATION OF EASEMENT

In Hull’s transfer of title in and to the Hull Properties to City under the Exchange Agreement, the deed by which said transfer is made and recorded shall contain a reservation providing that Hull, including Hull’s successors, heirs, and assigns forever, reserves from said grant, transfer, and conveyance an **exclusive easement** for ingress, egress, and public and private utilities, on, over, under, and through the following described real property:

ALL THAT CERTAIN REAL PROPERTY situated in or about Ukiah, Mendocino County, California, more particularly described in **Exhibit A** and as shown in **Exhibit B** and **Exhibit C2**; and

ALL THAT CERTAIN REAL PROPERTY situated in or about Ukiah, Mendocino County, California, more particularly described in **Exhibit C1** as shown in **Exhibit C2**, for purposes of further sewer, electric and water utilities infrastructure, including without limitation wells, storage tanks, pipes and components, the precise location of said infrastructure which shall be determined during construction and subsequently described by a surveyed easement instrument which shall be recorded and amend this provision.

Each such referenced Exhibit is attached hereto and incorporated herein by reference.

Said reservation of easement is **appurtenant** to the real property described in **Exhibit C1** as shown in **Exhibit C2** (including any re-subdivisions thereof or parcels created therein)—attached hereto and incorporated herein by reference—for all lawful purposes, including but not limited to residential development and use. Said easement shall run with said lands, including any parcels created within it.

Said reservation of easement is also **in gross** to Grantor, together with the right and power to convey to others (in whole or in part) the easement(s) granted in this instrument, and shall remain so regardless of Grantor’s ownership of any lands.

Said reservation of easement includes the right to use, construct, reconstruct, repair, replace, maintain, and inspect facilities used to provide utilities, including but not limited to, electrical, cable, telecommunications, gas, sewer, and water. Said facilities include, but are not limited to, conduits, cables, manholes, vaults, utility poles, guying equipment, semi buried or ground mounted facilities such as pads, transformers, cable, or communication pedestals and other necessary or convenient facilities used for these purposes.

This reservation of easement includes not only Grantor’s right to use the easement as described above but also a right of access thereto across Grantee’s real property and to erect, maintain, and replace signs

Exhibit L

Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions

1

and markers warning of the location of said facilities, to survey within said easement, and to place or replace surveying stakes and monuments or a permanent nature therein.

Said grant is made together with the right of Grantor to re-convey, in whole or in part, non-exclusive easements to third parties for the easements reserved by this instrument.

Grantee retains the right to use the land subject to the easements provided that use does not obstruct or otherwise interference with Grantor's use of the easement of the purposes set forth herein.

EXHIBIT "A"

A 70 foot wide exclusive easement over a portion of the D & J Investments properties as described in the Quitclaim Deeds recorded July 01, 2021 as Instrument Number 2021-10029 and October 15, 2021 as Instrument Numbers 2021-15566 and 15567, Mendocino County Records as shown on the attached EXHIBIT "B" and the centerline of said easement is as described below:

BEGINNING at the southeast corner of the D & J Investments property described in Instrument Number 2021-10029, Mendocino County Records, said point being on the centerline of a private road as shown on the Record of Survey map recorded in Map Case 2, Drawer 27, Page 1, Mendocino County Records; thence along the centerline of said road North 85°26'00" West, 109.50 feet; thence along a curve to the left with a radius of 275.00 feet, a central angle of 11°04'30" and an arc length of 53.16 feet; thence South 83°29'30" West, 143.44 feet; thence along a curve to the right with a radius of 60.00 feet, a central angle of 40°55'30" and an arc length of 42.86 feet; thence North 55°35'00" West, 59.56 feet; thence along a curve to the right with a radius of 20.00 feet, a central angle of 127°10'00" and an arc length of 44.39 feet; thence North 71°35'00" East, 54.47 feet; thence along a curve to the left with a radius of 75.00 feet, a central angle of 75°09'30" and an arc length of 98.38 feet; thence North 03°34'30" West, 38.02 feet; thence along a curve to the right with a radius of 40.00 feet, a central angle of 69°30'00" and an arc length of 48.52 feet; thence along a curve to the left with a radius of 70.00 feet, a central angle of 39°58'00" and an arc length of 48.83 feet; thence along a curve to the right with a radius of 70.00 feet, a central angle of 64°42'00" and an arc length of 79.05 feet; thence along a curve to the left with a radius of 150.00 feet, a central angle of 16°03'00" and an arc length of 42.02 feet; thence North 74°36'30" East, 44.06 feet; thence along a curve to the left with a radius of 90.00 feet, a central angle of 41°56'30" and an arc length of 65.88 feet; thence North 32°40'00" East, 129.99 feet; thence along a curve to the left with a radius of 30.00 feet, a central angle of 158°45'00" and an arc length of 83.12 feet; thence South 53°55'00" West, 14.32 feet; thence along a curve to the right with a radius of 50.00 feet, a central angle of 49°12'30" and an arc length of 42.94 feet; thence North 76°52'30" West, 95.68 feet; thence along a curve to the right with a radius of 340.00 feet, a central angle of 12°40'00" and an arc length of 75.17 feet; thence North 64°12'30" West, 90.36 feet; thence along a curve to the left with a radius of 180.00 feet, a central angle of 18°59'00" and an arc length of 59.64 feet; thence North 83°11'30" West, 16.34 feet; thence along a curve to the right with a radius of 220.00 feet, a central angle of 13°53'30" and an arc length of 53.34 feet; thence North 69°18'00" West, 235.59 feet; thence along a curve to the left with a radius of 270.00 feet, a central angle of 13°52'00" and an arc length of 65.35 feet; thence North 83°10'00" West, 57.57 feet; thence along a curve to the left with a radius of 200.00 feet, a central angle of 46°28'11" and an arc length of 162.21 feet; thence along a curve to the right with a radius of 200.00 feet, a central angle of 64°03'53" and an arc length of 223.63 feet; thence North 65°34'19" West, 153.52 feet; thence along a curve to the left with a radius of 120.00 feet, a central angle of 74°31'35" and an arc length of 156.09 feet; thence South 39°54'06" West, 160.58 feet; thence along a curve to the right with a radius of 80.00 feet, a central angle of 55°34'10" and an arc length of 77.59 feet; thence along a curve to the left with a radius of 80.00 feet, a central angle of 89°18'15" and an arc length of 124.69 feet; thence South 06°10'01" West, 74.17 feet; thence along a curve to the left

with a radius of 150.00 feet, a central angle of 20°28'07" and an arc length of 53.59 feet; thence South 14°18'06" East, 57.98 feet; thence along a curve to the right with a radius of 120.00 feet, a central angle of 60°47'42" and an arc length of 127.33 feet; thence South 46°29'36" West, 70.00 feet; thence continuing along said road in a westerly direction approximately 1000 feet to the westerly end of the "Additional Development Area" as described on the attached Exhibit C1 and as shown on the attached Exhibit C2.

Easements located within AP 003-190-10x, 157-070-05 and 157-050-09 & 11x Redwood Avenue, Ukiah, CA

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

Ron W. Franz L.S. 7173 Dated

Exhibit "B"

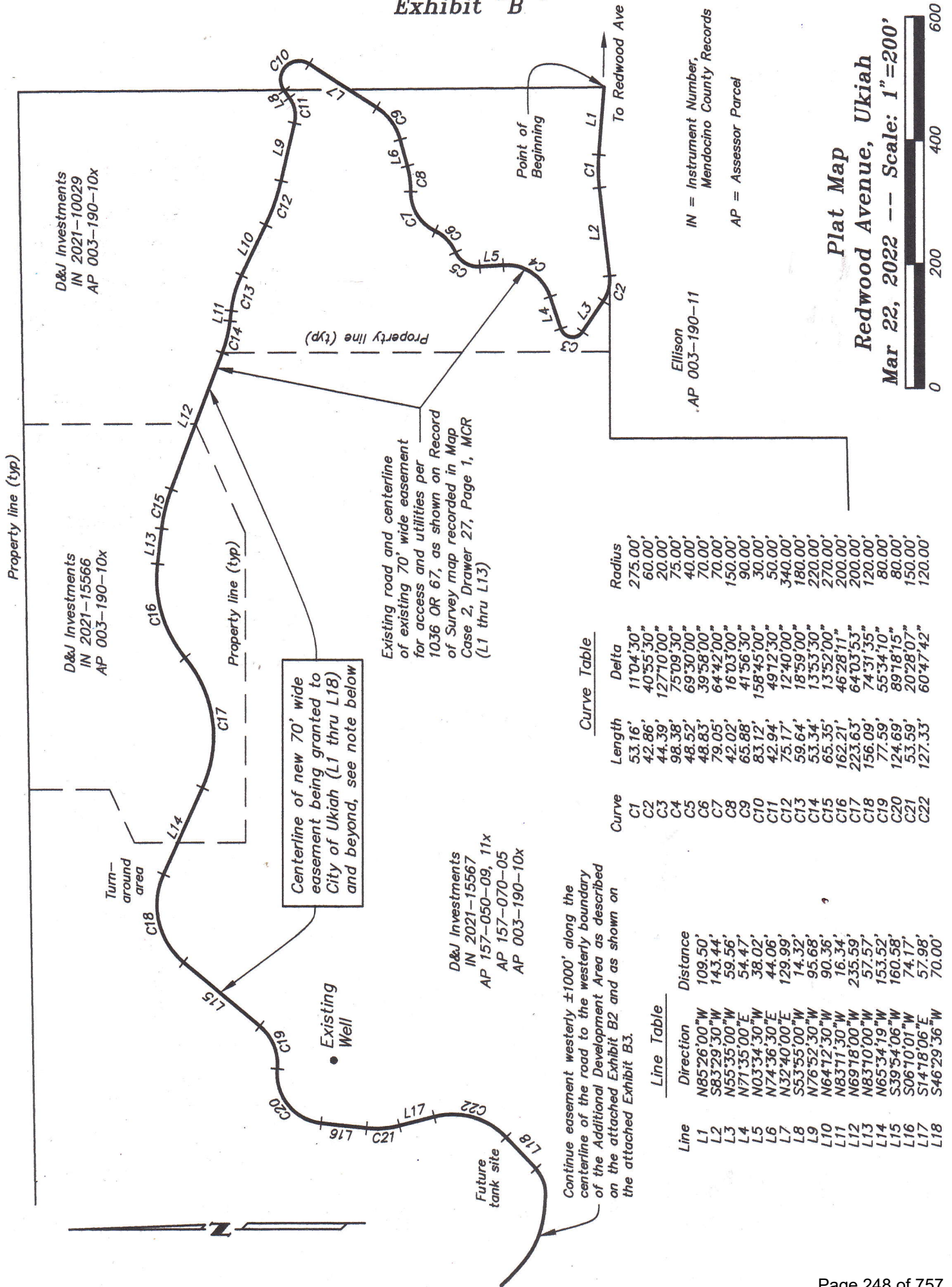


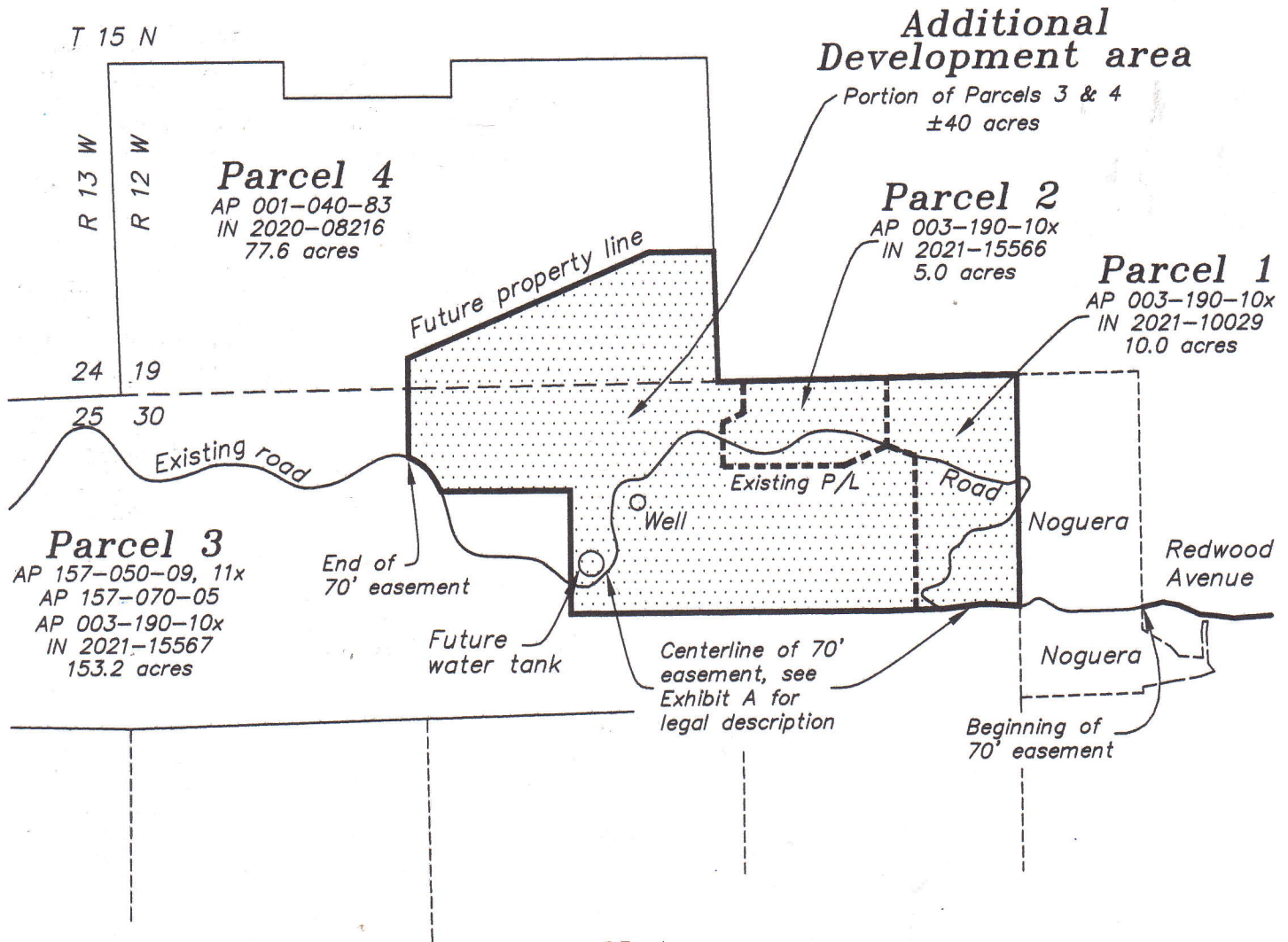
EXHIBIT "C1"

(Hull and D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, Mount Diablo Meridian described as follows:

1. All of that property described in Instrument Number 2021-10029, Mendocino County Records, labeled as Parcel 1 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
2. All of that property described in Instrument Number 2021-15566, Mendocino County Records, labeled as Parcel 2 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
3. An approximate 40 acre area lying within the properties described in Instrument Numbers 2020-08216 and 2021-15567, Mendocino County Records, labeled as Parcels 3 and 4 on the attached Exhibit "C2". (Owned by Hull and D&J Investments, portion of AP 001-040-83, portion of AP 003-190-10 and portion of AP 157-070-05). This area is shown on the attached Exhibit "C2", labeled Additional Residential Development Area.



Note:

Shaded area = Residential Development Area
(aka Hull Residential Parcels)

Road Easement
Residential Development Area
Redwood Avenue, Ukiah
Mar 22, 2022 -- Scale: 1"=700'



EXHIBIT M

Reservation in Grant Deed from Hull to City of Hull Properties Re San Jacinta Properties

David J. Hull, individually and as Trustee of the David J. Hull Living Trust, and D&J Investments, LLC, as California limited liability company ("Hull" or "Grantor"), on the one hand, and the City of Ukiah, a general law California City ("City" or "Grantee"), on the other hand do hereby acknowledge and agree that the form of reservation of easement for the benefit of Hull and burdening the real properties to be acquired by City, as required by the Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions ("Exchange Agreement"), shall substantially include the content below.

RESERVATION OF EASMENT

In Hull's transfer of title in and to the Hull Properties to City under the Exchange Agreement, the deed by which said transfer is made and recorded shall contain a reservation providing that Hull, including Hull's successors, heirs, and assigns forever, reserves from said grant, transfer, and conveyance an **exclusive easement** for ingress, egress, and public and private utilities, on, over, under, and through the following described real property:

ALL THAT CERTAIN REAL PROPERTY situated in or about Ukiah, Mendocino County, California, more particularly described in **Exhibit A** and as shown in **Exhibit B**, each of which is attached hereto and incorporated herein by reference.

Said reservation of easement is **appurtenant** to the real property described in **Exhibit C** (including any re-subdivisions thereof or parcels created therein)—attached hereto and incorporated herein by reference—for all lawful purposes, including but not limited to residential development and use. Said easement shall run with said lands, including any parcels created within it.

Said reservation of easement is also **in gross** to Grantor, together with the right and power to convey to others (in whole or in part) the easement(s) granted in this instrument, and shall remain so regardless of Grantor's ownership of any lands.

Said reservation of easement includes the right to use, construct, reconstruct, repair, replace, maintain, and inspect facilities used to provide utilities, including but not limited to, electrical, cable, telecommunications, gas, sewer, and water. Said facilities include, but are not limited to, conduits, cables, manholes, vaults, utility poles, guying equipment, semi buried or ground mounted facilities such as pads, transformers, cable, or communication pedestals and other necessary or convenient facilities used for these purposes.

This reservation of easement includes not only Grantor's right to use the easement as described above but also a right of access thereto across Grantee's real property and to erect, maintain, and replace signs and markers warning of the location of said facilities, to survey within said easement, and to place or replace surveying stakes and monuments or a permanent nature therein.

Said grant is made together with the right of Grantor to re-convey, in whole or in part, non-exclusive easements to third parties for the easements reserved by this instrument.

Grantee retains the right to use the land subject to the easements provided that use does not obstruct or otherwise interference with Grantor's use of the easement of the purposes set forth herein.

Exhibit M

Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions

1

EXHIBIT "A"

A 70 foot wide non-exclusive easement over a portion of the Ellison property as described in the Quitclaim Deed recorded July 10, 2020 as Instrument Number 2020-08218, and over a portion of the D&J Investments property described in the Quitclaim Deed recorded July 1, 2021 as Instrument Number 2021-10029, Mendocino County Records, said easement is as shown on the attached EXHIBIT "B" and the centerline of said easement is described below:

BEGINNING at the northeast corner of the said Ellison property; thence along the north line of said property and along the centerline of an existing road, North $85^{\circ}26'00''$ West, 109.50 feet; thence along a curve to the left with a radius of 275.00 feet, a central angle of $11^{\circ}04'30''$ and an arc length of 53.16 feet; thence South $83^{\circ}29'30''$ West, 143.44 feet; thence leaving said property line and continuing along said road along a curve to the right with a radius of 60.00 feet, a central angle of $40^{\circ}55'30''$ and an arc length of 42.85 feet and being the end of this line description.

Easement located within AP 003-190-10 & 11, Redwood Avenue, Ukiah, CA

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

Ron W. Franz L.S. 7173

Dated

Exhibit "B"

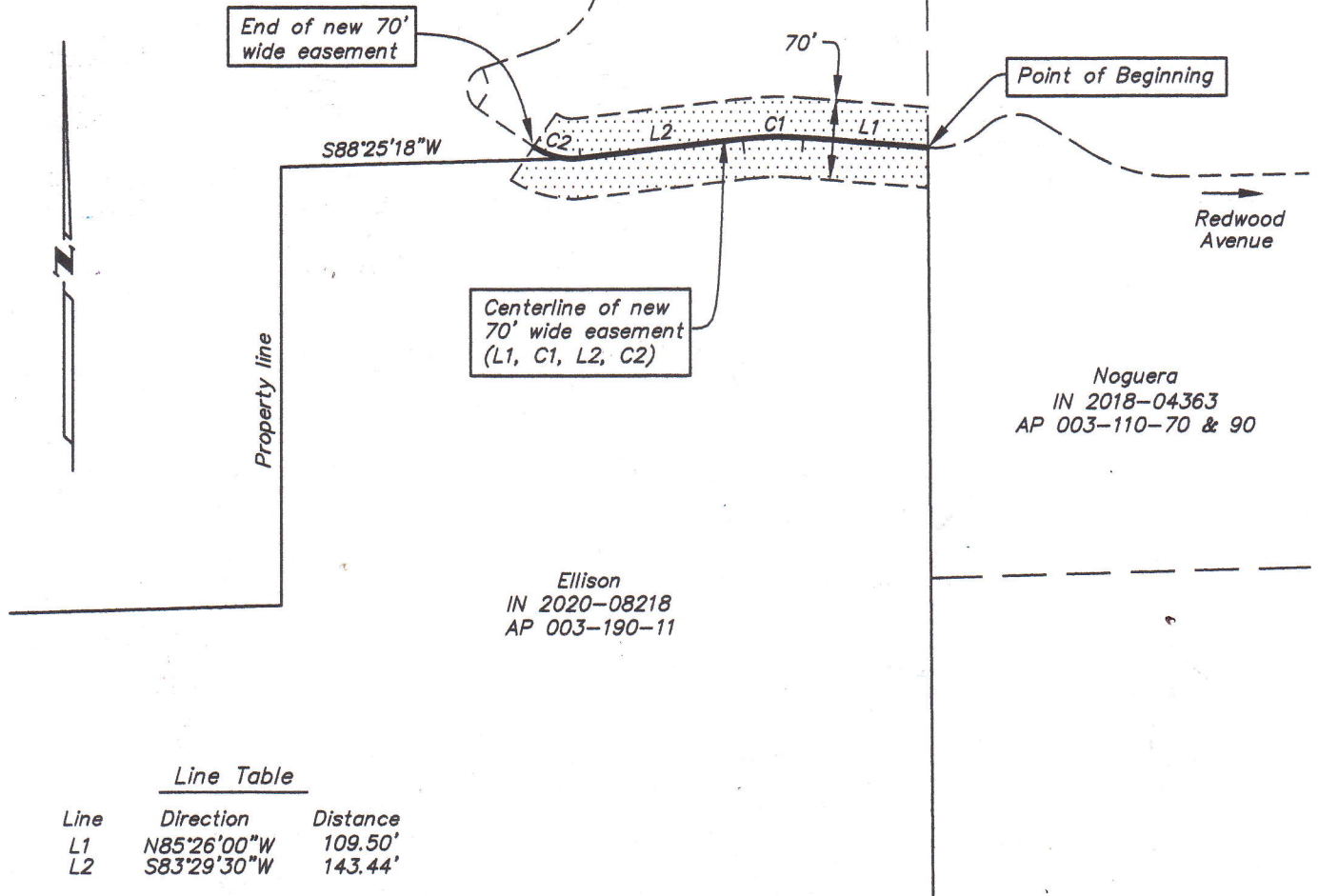
IN = Instrument Number,
Mendocino County Records

AP = Assessor Parcel

D&J Investments
IN 2021-10029
Portion of
AP 003-190-10

Noguera
IN 2018-04364
AP 003-190-09

Existing road and centerline
of existing 70' wide easement
for access and utilities per
1036 OR 67, as shown on Record
of Survey map recorded in Map
Case 2, Drawer 27, Page 1, MCR



Line Table

Line	Direction	Distance
L1	N85°26'00"W	109.50'
L2	S83°29'30"W	143.44'

Curve Table

Curve	Length	Delta	Radius
C1	53.16'	11°04'30"	275.00'
C2	42.86'	40°55'30"	60.00'

Easement Plat Map
Redwood Avenue, Ukiah
Mar 23, 2022 -- Scale: 1"=160'



Escrow No.: 20220270RB
Title Order No.:

EXHIBIT C
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Tract One:

Lying within Section 30, T15N, R12W, M.D.B.&M. and Lot 77 of the Yokayo Rancho and being more particularly described as follows:

Beginning at a 1/2" iron pipe plugged L.S. 3089 and being the Northwestern corner of Lot 2 of said Section 30 as shown per Case 2, Drawer 16, Page 30 M.C.R.; thence S 0°10'50" E 1325.72 feet to a 1/2" iron pipe plugged L.S. 3089 being the Southwesterly corner of said Lot 2; thence N 87°51'37" E 504.77 feet to a 1/2" iron pipe plugged L.S. 3089 being the Southeasterly corner of said Lot 2; thence along the Easterly line of said Lot N 0°13'08" W 733.49; thence N88° 12' 00" E 255.00 feet; thence N 41° 14' 41" W 388.33 feet; thence N 73° 11' 09" W 401.86 feet; North 160 feet to the Northerly line of said Lot 2; thence along said line S 88° 37' 58" W 120 feet to the point of beginning .

APN: 003-190-08 & 003-500-19

Tract Two:

Together with a non-exclusive easement for ingress, egress and public utilities being a width of 30 feet and lying equally left and right of the following described centerline.

Beginning at a point on the centerline at the Westerly end of San Jacinta Dr. as shown per Case 2, Drawer 13, Page 26 M.C.R.; thence S 86° 04' W 118.00 feet to a tangent curve concave to the South; thence thru said curve with central angle of 39° 56'00" a radius of 50.00 feet, a distance of 34.85 feet; thence S 46°08' W 70.00 feet to a tangent curve concave to the East; thence thru said curve with a central angle of 76° 08' a radius of 50.00 feet, a distance of 66.44 feet; thence S 30°00' E 40.00 feet to a tangent curve concave to the Northwest, thence thru said curve with a central angle of 148° 20' a radius of 40.00 feet, a distance of 103.56 feet; thence N 61° 40' W 65.00 to a tangent curve concave to the Northeast, thence thru said curve with a central angle of 44° 40' a radius of 50.00 feet, a distance of 38.98 feet; thence N 17° 00" W 50.00 feet to a tangent curve concave to the southeast; thence thru said curve with a central angle of 198° 00' a radius of 75.00 feet, a distance of 259.18 feet; thence S 35° 00' E 32.81 feet to the terminus of the above described line.

EXHIBIT N

Grant Deed (Easement) from Hull to City Re Hull Residential Parcels

David J. Hull, individually and as Trustee of the David J. Hull Living Trust, and D&J Investments, LLC, as California limited liability company (“Hull” or “Grantor”), on the one hand, and the City of Ukiah, a general law California City (“City” or “Grantee”), on the other hand do hereby acknowledge and agree that the form of grant deeded easement for the benefit of City and burdening the Hull Residential Parcels, as required by the Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions (“Exchange Agreement”), shall substantially include the content below.

GRANT DEED EASEMENT

In Hull’s transfer of title in and to the Hull Properties to City under the Exchange Agreement, the deed by which said transfer is made and recorded shall contain a reservation providing that Hull, including Hull’s successors, heirs, and assigns forever, reserves from said grant, transfer, and conveyance an **exclusive easement** for ingress, egress, and public and private utilities, on, over, under, certain described real property as provided for elsewhere in the Exchange Agreement. Upon recording of the grant deed containing said reservation, Hull shall then cause to be recorded a grant deed (easement) to City for a **non-exclusive easement** for ingress, egress, and public utilities, on, over, under, and through the following described real property:

ALL THAT CERTAIN REAL PROPERTY situated in or about Ukiah, Mendocino County, California, more particularly described in **Exhibit A** and as shown in **Exhibit B**, each of which is attached hereto and incorporated herein by reference.

Said easement shall run with said lands, including any parcels created within it. Said grant of easement is **appurtenant** to the real property described in **Exhibit C** (including any re-subdivisions thereof or parcels created therein)—attached hereto and incorporated herein by reference—for all lawful purposes, including but not limited to residential development and use. Said easement shall run with said lands, including any parcels created within it. Except as provided above regarding the real property described in Exhibit C, said grant of easement is appurtenant to the real property described in **Exhibits D and E**—attached hereto and incorporated herein by reference—for open space use only

Said grant of easement includes the right to use, construct, reconstruct, repair, replace, maintain, and inspect facilities used to provide utilities, including but not limited to, electrical, cable, telecommunications, gas, sewer, and water. Said facilities include, but are not limited to, conduits, cables, manholes, vaults, utility poles, guying equipment, semi buried or ground mounted facilities such as pads, transformers, cable, or communication pedestals and other necessary or convenient facilities used for these purposes.

This grant of easement includes not only Grantee’s right to use the easement as described above but also a right of access thereto across Grantor’s real property and to erect, maintain, and replace signs and markers warning of the location of said facilities, to survey within said easement, and to place or replace surveying stakes and monuments or a permanent nature therein.

Grantor retains the right to use the right, title, and interest that is subject to the easement in this instrument provided that use does not obstruct or otherwise interference with Grantee’s use of the easement of the purposes set forth herein.

Exhibit N

Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions

EXHIBIT "A"

(D&J Investments)

A 70 foot wide non-exclusive easement over a portion of the D & J Investments properties as described in the Quitclaim Deeds recorded July 01, 2021 as Instrument Number 2021-10029 and October 15, 2021 as Instrument Numbers 2021-15566 and 15567, Mendocino County Records as shown on the attached EXHIBIT "B" and the centerline of said easement is as described below:

BEGINNING at the southeast corner of the D & J Investments property described in Instrument Number 2021-10029, Mendocino County Records, said point being on the centerline of a private road as shown on the Record of Survey map recorded in Map Case 2, Drawer 27, Page 1, Mendocino County Records; thence along the centerline of said road North 85°26'00" West, 109.50 feet; thence along a curve to the left with a radius of 275.00 feet, a central angle of 11°04'30" and an arc length of 53.16 feet; thence South 83°29'30" West, 143.44 feet; thence along a curve to the right with a radius of 60.00 feet, a central angle of 40°55'30" and an arc length of 42.86 feet; thence North 55°35'00" West, 59.56 feet; thence along a curve to the right with a radius of 20.00 feet, a central angle of 127°10'00" and an arc length of 44.39 feet; thence North 71°35'00" East, 54.47 feet; thence along a curve to the left with a radius of 75.00 feet, a central angle of 75°09'30" and an arc length of 98.38 feet; thence North 03°34'30" West, 38.02 feet; thence along a curve to the right with a radius of 40.00 feet, a central angle of 69°30'00" and an arc length of 48.52 feet; thence along a curve to the left with a radius of 70.00 feet, a central angle of 39°58'00" and an arc length of 48.83 feet; thence along a curve to the right with a radius of 70.00 feet, a central angle of 64°42'00" and an arc length of 79.05 feet; thence along a curve to the left with a radius of 150.00 feet, a central angle of 16°03'00" and an arc length of 42.02 feet; thence North 74°36'30" East, 44.06 feet; thence along a curve to the left with a radius of 90.00 feet, a central angle of 41°56'30" and an arc length of 65.88 feet; thence North 32°40'00" East, 129.99 feet; thence along a curve to the left with a radius of 30.00 feet, a central angle of 158°45'00" and an arc length of 83.12 feet; thence South 53°55'00" West, 14.32 feet; thence along a curve to the right with a radius of 50.00 feet, a central angle of 49°12'30" and an arc length of 42.94 feet; thence North 76°52'30" West, 95.68 feet; thence along a curve to the right with a radius of 340.00 feet, a central angle of 12°40'00" and an arc length of 75.17 feet; thence North 64°12'30" West, 90.36 feet; thence along a curve to the left with a radius of 180.00 feet, a central angle of 18°59'00" and an arc length of 59.64 feet; thence North 83°11'30" West, 16.34 feet; thence along a curve to the right with a radius of 220.00 feet, a central angle of 13°53'30" and an arc length of 53.34 feet; thence North 69°18'00" West, 235.59 feet; thence along a curve to the left with a radius of 270.00 feet, a central angle of 13°52'00" and an arc length of 65.35 feet; thence North 83°10'00" West, 57.57 feet; thence along a curve to the left with a radius of 200.00 feet, a central angle of 46°28'11" and an arc length of 162.21 feet; thence along a curve to the right with a radius of 200.00 feet, a central angle of 64°03'53" and an arc length of 223.63 feet; thence North 65°34'19" West, 153.52 feet; thence along a curve to the left with a radius of 120.00 feet, a central angle of 74°31'35" and an arc length of 156.09 feet; thence South 39°54'06" West, 160.58 feet; thence along a curve to the right with a radius of 80.00 feet, a central angle of 55°34'10" and an arc length of 77.59 feet; thence along a curve to the left with a radius of 80.00 feet, a central angle of 89°18'15" and an arc length of 124.69 feet;

thence South 06°10'01" West, 74.17 feet; thence along a curve to the left with a radius of 150.00 feet, a central angle of 20°28'07" and an arc length of 53.59 feet; thence South 14°18'06" East, 57.98 feet; thence along a curve to the right with a radius of 120.00 feet, a central angle of 60°47'42" and an arc length of 127.33 feet; thence South 46°29'36" West, 70.00 feet; thence continuing along said road in a westerly direction approximately 1000 feet to the westerly end of the "Additional Development Area" as described on the attached Exhibit B2 and as shown on the attached Exhibit B3.

Easements located within AP 003-190-10x, 157-070-05 and 157-050-09 & 11x Redwood Avenue, Ukiah, CA

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

Ron W. Franz L.S. 7173 Dated

Exhibit "B1"

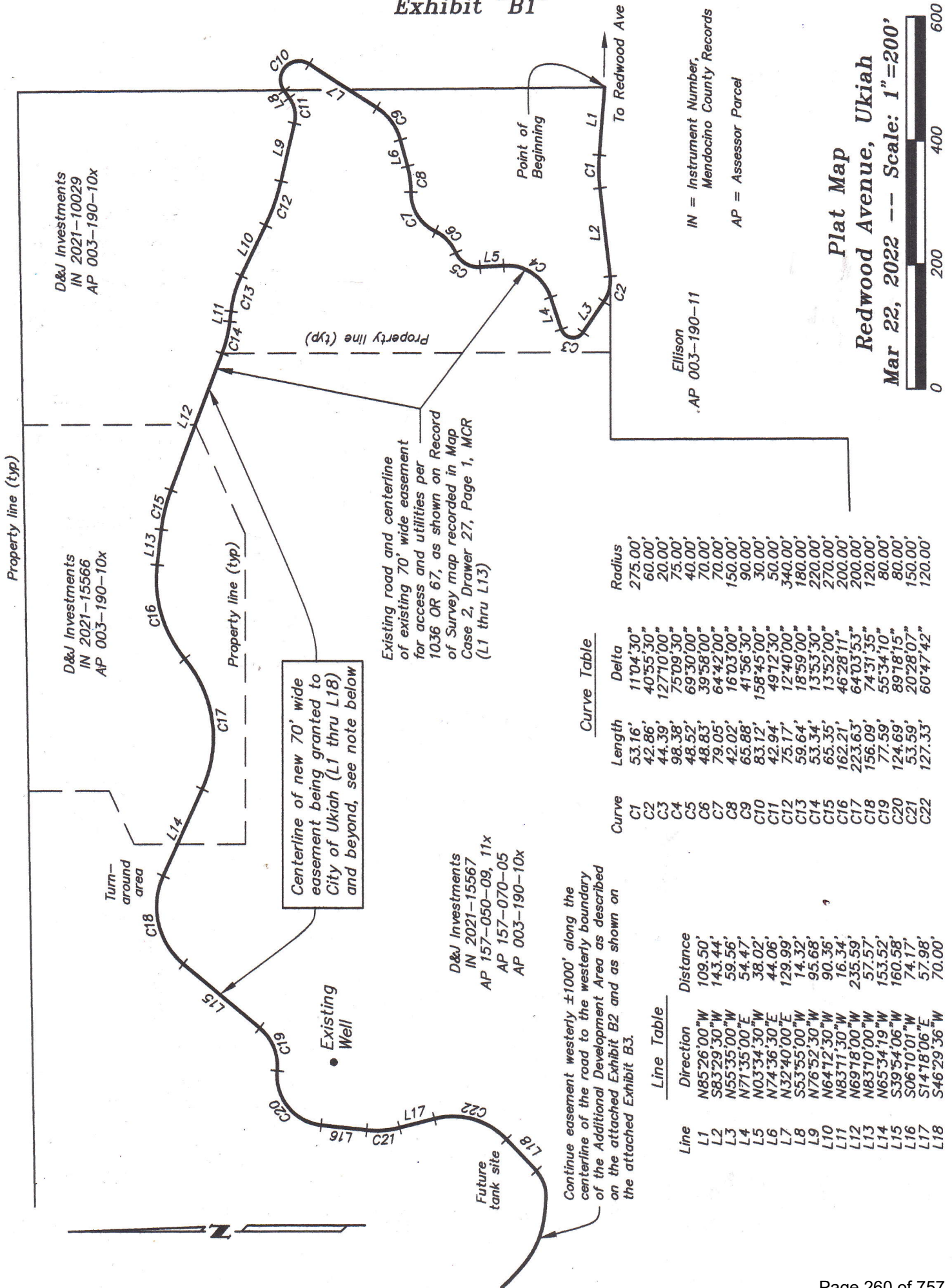


EXHIBIT "B2"

(Hull and D&J Investments)

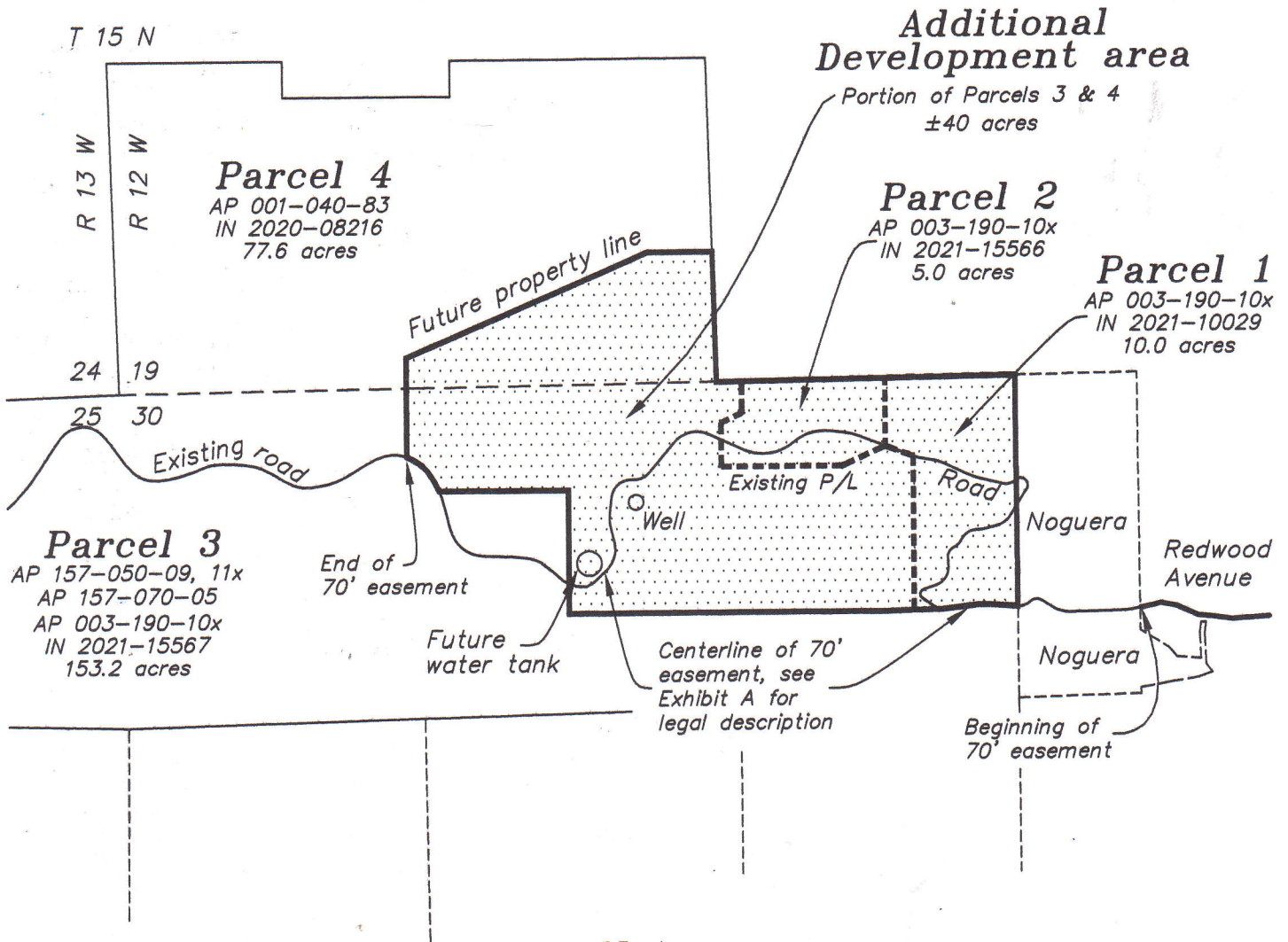
All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, Mount Diablo Meridian described as follows:

An approximate 40 acre area lying within the properties described in Instrument Numbers 2020-08216 and 2021-15567, Mendocino County Records, labeled as Parcels 3 and 4 on the attached Exhibit "B3". (Owned by Hull and D&J Investments, portion of AP 001-040-83, portion of AP 003-190-10 and portion of AP 157-070-05).

This area is shown on the attached Exhibit "B3", labeled Additional Residential Development Area.

Exhibit "B3"



Note:

Shaded area = Residential Development Area
(aka Hull Residential Parcels)

Road Easement
Residential Development Area
Redwood Avenue, Ukiah
Mar 22, 2022 -- Scale: 1"=700'



EXHIBIT "C1"

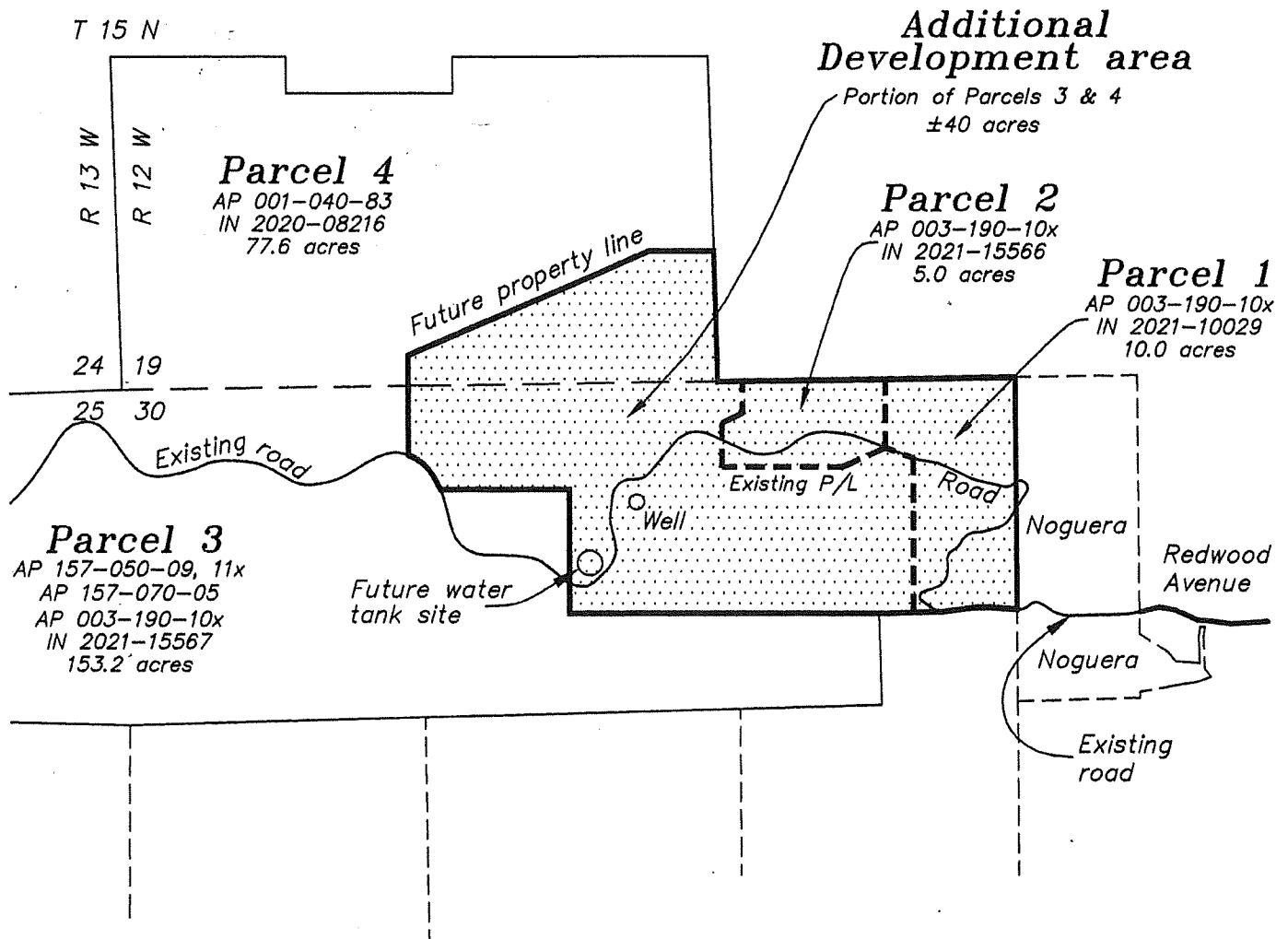
(Hull and D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, Mount Diablo Meridian described as follows:

1. All of that property described in Instrument Number 2021-10029, Mendocino County Records, labeled as Parcel 1 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
2. All of that property described in Instrument Number 2021-15566, Mendocino County Records, labeled as Parcel 2 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
3. An approximate 40 acre area lying within the properties described in Instrument Numbers 2020-08216 and 2021-15567, Mendocino County Records, labeled as Parcels 3 and 4 on the attached Exhibit "C2". (Owned by Hull and D&J Investments, portion of AP 001-040-83, portion of AP 003-190-10 and portion of AP 157-070-05). This area is shown on the attached Exhibit "C2", labeled Additional Residential Development Area.

Exhibit "C2"



Note:

Shaded area = Residential Development Area
(aka Hull Residential Parcels)

**Residential
Development Area**
Redwood Avenue, Ukiah
Jan 10, 2022 -- Scale: 1"=700'



EXHIBIT D
(Hull, D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, and within Sections 25 and 26, Township 15 North, Range 13 West, Mount Diablo Meridian, described in the following nine instruments:

1. Instrument No. 2021-10029, Mendocino County Records, D&J Investments, LLC
2. Instrument No. 2021-15566, Mendocino County Records, D&J Investments, LLC
3. Instrument No. 2021-15567, Mendocino County Records, D&J Investments, LLC
4. Instrument No. 2020-08216, Mendocino County Records, Hull
5. Instrument No. 2021-10034, Mendocino County Records, D&J Investments, LLC
6. Instrument No. 2021-10033, Mendocino County Records, D&J Investments, LLC
7. Instrument No. 2021-10032, Mendocino County Records, D&J Investments, LLC
8. Instrument No. 2021-10031, Mendocino County Records, D&J Investments, LLC
9. Instrument No. 2020-18046, Mendocino County Records, Hull, EXCEPTING
THEREFROM all that portion land described in Instrument No. 2020-18046 that
was granted from Hull to the City of Ukiah by way of Instrument No. 2020-18047.

EXHIBIT D

After recording mail to:

City of Ukiah, a general law municipal corporation
300 Seminary Ave.
Ukiah, CA 95482

CONFORMED COPY

Copy of Document Recorded on
03/03/2021 09:23:58 AM
as 2021-03351
Mendocino County Clerk-Recorder

Order No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED
DOCUMENT TITLE**

This document is being re-recorded to Correct the spelling of the Grantor's name;
Grant Deed originally recorded December 31, 2020 as
Document number: 2020-18047, Mendocino County Records.

RECORDING REQUESTED BY:
Redwood Empire Title Company of Mendocino
County

**Mail Tax Statements and
When Recorded Mail Document To:**
City of Ukiah, a general law municipal corporation
300 Seminary Avenue
Ukiah, CA 95482

2020-18047
Recorded at the request of:
REDWOOD EMPIRE TITLE
12/31/2020 09:37 AM
Fee: \$0 Pgs: 1 of 5
OFFICIAL RECORDS
Katrina Bartolome - Clerk-Recorder
Mendocino County, CA



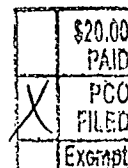
Escrow No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s) Documentary Transfer Tax stamps in the sum of -0- NO RECORDING FEE
PURSUANT TO RTC-11922

- ☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☒ Unincorporated area: of



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

David

~~David~~ J. Hull, a married man, as his sole and separate property

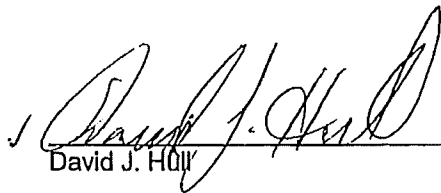
hereby GRANT(S) to

City of Ukiah, a general law municipal corporation

the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

Dated: December 15, 2020


David J. Hull

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

State of California

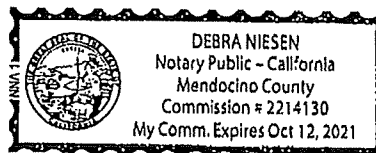
County of Mendocino
On Dec. 30, 2020 before me,
Debra Niesen, Notary Public,
personally appeared David J. Hull

David J. Hull 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 Debra Niesen (Seal)
Debra Niesen



Escrow No.: 20203118DN
Title Order No.:

EXHIBIT A

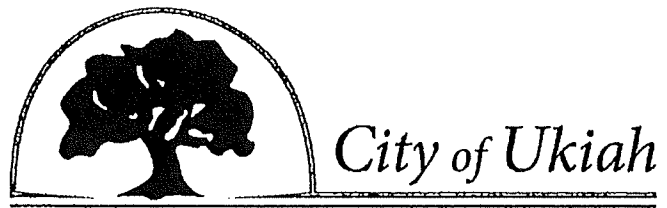
THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Lots 3, 6, 7 and 8 and the west half of Lots 4 and 5, all in Section 25, Township 15 North, Range 13 West, M.D.M.

Excepting therefrom all the coal and other minerals reserved by the United States in the Patents recorded March 15, 1945 in Book 182 of Official Records, Page 212, and recorded April 10, 1949 in Book 258 of Official Records, Page 273, Mendocino County Records.

A.P.N.: 157-050-03-05, 157-060-03-05

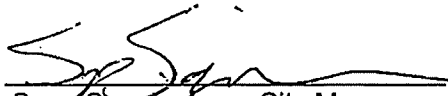
Pursuant to Certificate of Compliance recorded December 22, 2020 as 2020-17564 of Official Records.



CERTIFICATE OF ACCEPTANCE

This certifies that the interest in real property conveyed by the Grant Deed, dated December, 15, 2020, from David J. Hull to the City of Ukiah, a general law municipal corporation, is hereby accepted by order of the undersigned officer on behalf of the City of Ukiah pursuant to authority conferred by resolution of the City Council of the City of Ukiah adopted on February 1, 1961, and the Grantee consents to recordation thereof by its duly authorized officer.

By:


Sage Sangracomo, City Manager

APN 156-060-03

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

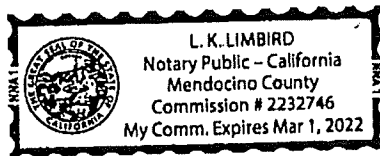
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Mendocino)
 On December 15, 2020 before me, L. K. Limbird,
 Date Here Insert Name and Title of the Officer
 personally appeared Sage Lee Sangiacomo
 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 L. K. Limbird
 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: Certificate of Acceptance
 Document Date: December 15, 2020 Number of Pages: 1
 Signer(s) Other Than Named Above: _____

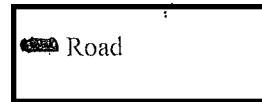
Capacity(ies) Claimed by Signer(s)

Signer's Name: Sage Lee Sangiacomo
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☒ Other: City Manager
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT O

Exhibit "B"
(Noguera)

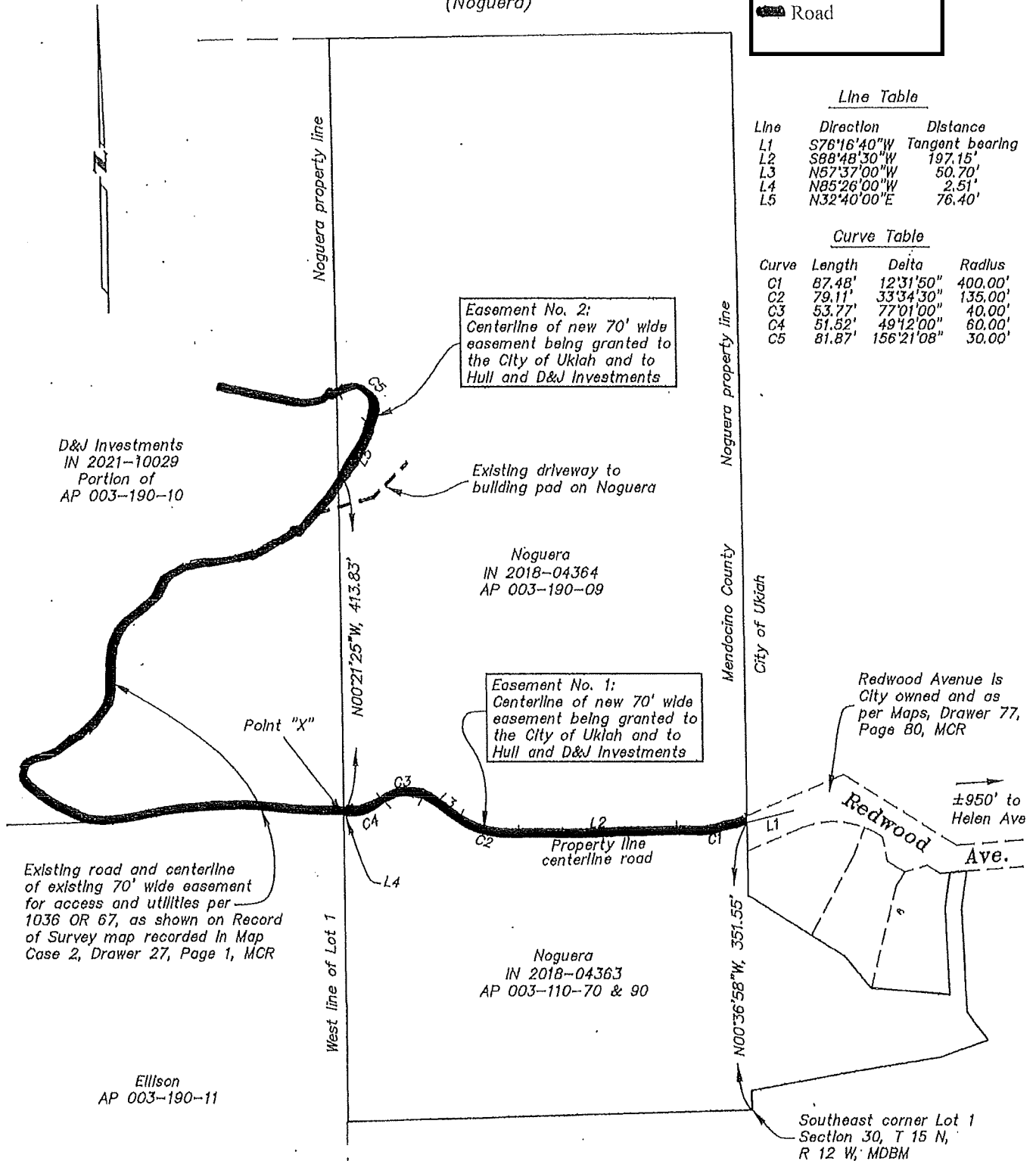


Line Table

Line	Direction	Distance
L1	S76°16'40"W	Tangent bearing
L2	S88°48'30"W	197.15'
L3	N57°37'00"W	50.70'
L4	N85°26'00"W	2.51'
L5	N32°40'00"E	76.40'

Curve Table

Curve	Length	Delta	Radius
C1	87.48'	12°31'50"	400.00'
C2	79.11'	33°34'30"	135.00'
C3	53.77'	77°01'00"	40.00'
C4	51.52'	49°12'00"	60.00'
C5	81.87'	156°21'08"	30.00'



IN = Instrument Number,
Mendocino County Records

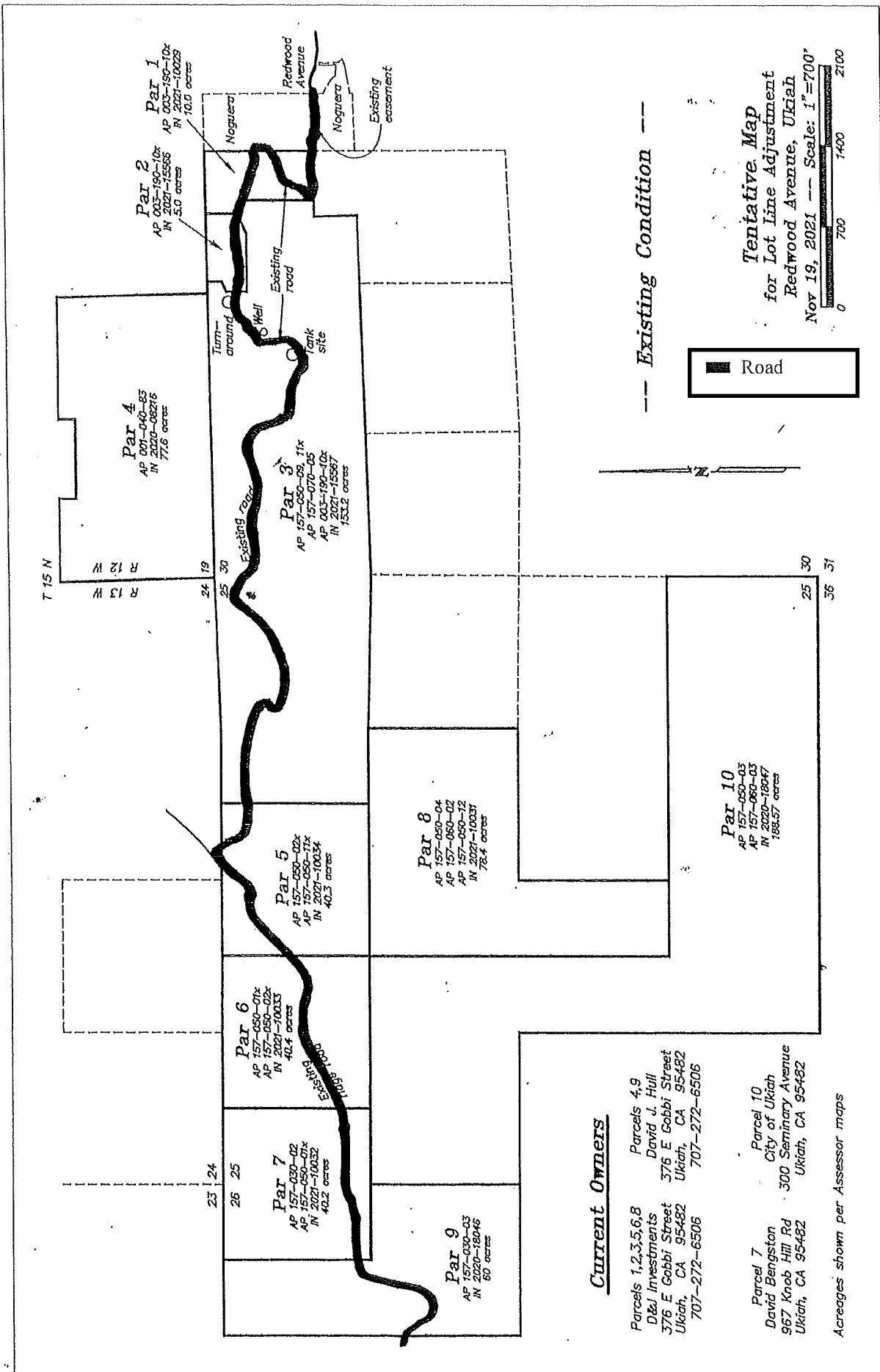
AP = Assessor Parcel

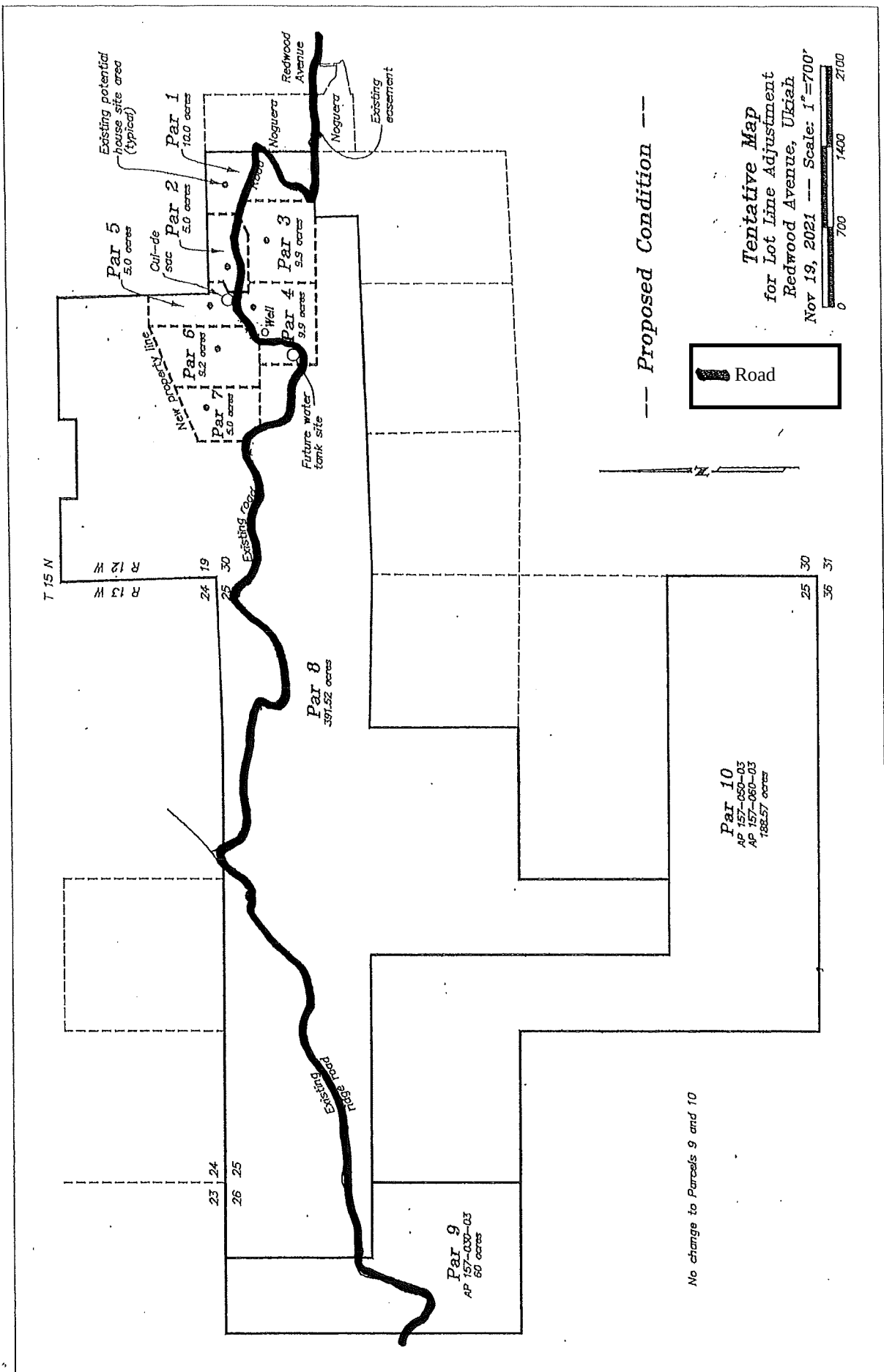
Plat Map

Redwood Avenue, Ukiah

Dec 21, 2021 -- Scale: 1"=160'







-- Proposed Condition --



Tentative Map
 for Lot Line Adjustment
 Redwood Avenue, Ukiah
 Nov 19, 2021 -- Scale: 1"=700'

No change to Parcels 9 and 10

EXHIBIT P

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE
REDWOOD AVENUE WESTERN HILLS PROJECT

This Declaration of Covenants, Conditions, and Restrictions of The Redwood Avenue Western Hills Project (“Declaration”) is made on the date executed below by David J. Hull, individually as Trustee of the David J. Hull Living Trust, and D&J Investments, LLC, a California limited liability company (collectively “Declarant”).

RECITALS

This Declaration is made with regard to the following facts:

A. Declarant is the owner of that certain property located in the County of Mendocino County, California, comprising approximately fifty-five (55) acres and more particularly described and shown in **Exhibit A**, which is attached hereto and incorporated herein by reference (“Development Property”).

B. Declarant intends to improve the Development Property by creating, including through the boundary line adjustment process, between three (3) and up to seven (7) residential parcels (or Lots) within the Development Property lands from and among a certain real property, portions of which Declarant owns and portions of which are owned by the City of Ukiah (“City”). Such lands owned by Declarant and City are more particularly described in **Exhibit B** and **Exhibit C**, respectively, each of which is attached hereto and incorporated herein by reference (collectively “Hull-City Properties”)

C. The present configuration of the legal parcels comprising the Hull-City Properties is shown on the first page (labeled “Existing Condition”) of the Map attached hereto and incorporated herein by reference as **Exhibit D**. The approximate intended location of all proposed seven Lots in the Development Parcels is shown as Parcels 1-7 on the second page (labeled “Proposed Condition”) of the Map.

D. Two Lots within the Development Property have been configured and established as legal parcels. The two parcels are shown on Exhibit A, labeled “Parcel 1” and “Parcel 2,” and also on Exhibit D, labeled there “Par 1” and “Par 2.” Declarant intends to configure the additional parcel or parcels within the lands described as “Additional Development Area” on the map made part of Exhibit A.

E. Declarant intends to create said Lots as part of a private, gated, residential development providing for separate title to each parcel/lot within said development project.

F. Declarant has constructed or will cause to be constructed certain improvements, utilities, and infrastructure, including an access road, a locked gate, drainage, and water, sewer, and electrical systems to serve the Development Property.

G. The configuration, boundary line adjustment(s), and development will be done in accordance with that certain “Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions” (“Exchange & Development Agreement”), entered into by Declarant and the City.

H. The City will have access to and use of some Common Improvements (as defined herein) and the Declarant, Association, and Owners of the Lots in the development shall have easements for access and use of the Common Improvements and to the Lots.

I. The City is required, through the Mendocino Local Agency Formation Commission (“LAFCo”), to seek to annex the lands comprising the Development Property and/or to secure out of area service agreement(s) for the provision of utilities services to the Lots within the Development Property. Annexation would allow the creation and development of up to seven parcels within the Development Property. Absent annexation, it is expected that the total number of parcels to be created and developed within the Development Property would be more limited and subject to County of Mendocino zoning rules and regulations.

J. Declarant may create an Association to carry out the provisions of this Declaration.

K. Use of a portion of the Common Improvements described herein will also be made by certain neighboring property owners under the “Easement, Road Access And Maintenance Agreement” (“Access Agreement”), entered into by Declarant, the City, and said neighboring property owners, recorded on March 11, 2022, in the Official Records of Mendocino County as document 2022-03302.

L. As further provided in the Exchange & Development Agreement and Access Agreement, neither the neighboring property owners nor the City of Ukiah will become members of the Association, but are required to pay maintenance fees to the Association.

M. Pursuant to the Exchange & Development Agreement and Access Agreement, the Association has the right and obligation to maintain Common Improvements through and in the Development Property and including extensions thereof through the lands of the neighboring property owners.

NOW THEREFORE, Declarant hereby declares that all of the property described in Exhibit A is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of the plan for residential development

/ improvement and sale of said real property as part of a private, gated, residential development, and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the real property and every part thereof. All of the limitations, easements, uses, obligations, covenants, restrictions and conditions stated herein shall run with the real property, shall be binding on all parties having or acquiring any right, title or interest in any part of that real property, and shall be for the benefit of each Owner of any portion of that real property, or any interest in it, and shall inure to the benefit of and be binding upon each successor in interest of the Owners thereof. Each and all of these limitations, easements, uses, obligations, covenants, conditions and restrictions shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by any of the Owners of any of the individual Lots against any other Owner, tenant or occupant of the Lots, the real property, or any portions of it.

ARTICLE I. DEFINITIONS

Unless the context clearly indicates a different meaning, the terms used here, in the Project Documents, in any plans for the Development Property, and in any deeds regarding Lots in the Project shall have the meaning specified in this article.

1.1 "Architectural Control Guidelines" or "Guidelines" shall mean the written architectural review standards promulgated by the architectural control committee as provided Section 10.3.

1.2 "Articles" shall mean the articles of incorporation of the Association.

1.3 "Assessments" shall mean the regular and special assessments levied against each lot and its owner as provided in Article VI.

1.4 "Association" shall mean the association established hereunder to carry out the provisions of this Declaration.

1.5 "Board" shall mean the Board of Directors of the Association.

1.6 "Bylaws" shall mean the Association's bylaws as amended from time to time.

1.7 "Common Improvements" shall mean the "Road" (to its terminus at the western boundary of the Development Property) as labeled and shown on the map attached hereto and incorporated herein by reference as **Exhibit E**, the water system (water well(s), water-storage tanks(s), pumps, and water pipelines to enable connection by Owners to serve individual Lots), the sewage disposal system (holding tank(s), pumps, and other components to enable connection by Owners to serve individual Lots for the treatment of sewage solids and/or an effluent line with connection to the City's sewer main), and electrical and other utilities to serve the Common Improvements and to enable connection by Owners to serve individual Lots.

1.8 "Declarant" shall mean David J. Hull, individually as Trustee of the David J. Hull Living Trust, and D&J Investments, LLC, a California limited liability company and his/its successors and assigns.

1.9 "Declarant's Reserved Rights" shall mean Declarant's rights and interests reserved, retained, and/or granted in the Exchange & Development Agreement and/or Access Agreement.

1.9 "Declaration" shall mean this instrument as amended from time to time.

1.10 "Dwelling" shall mean a single-family residential dwelling unit, together with garages and permissible accessory structures on the same Lot.

1.11 "Improvement" shall mean Structures, as defined herein, substantial plants such as trees, hedges, shrubs, bushes and major landscaping of any kind. "Improvement" shall include any excavation, fill, ditch, diversion dam or other thing or device that affects or alters the natural flow of surface or subsurface water from, upon, under or across any portion of the Project. "Improvement" shall also mean any utility line, conduit, pipe or other related facility or equipment.

1.12 "Individual Charges" shall mean those charges levied against an Owner or Member by the Association as provided in Section 6.5.

1.13 "Lot(s)" shall mean any one of the three (3) to seven (7) residential lots of the Project and, where applicable, such other properties that, in the discretion of the Association, are admitted to membership.

1.14 Map shall mean that certain Tentative Map, consisting of two pages, the first of which is entitled "Existing Condition" and the second of which is entitled "Proposed Condition," as true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit D.

1.15 "Member" shall mean a person entitled to membership in the Association as provided herein. Each Owner or co-Owner of a Lot shall be a Member.

1.16 "Mortgage" shall mean a mortgage or deed of trust encumbering a Lot or other portion of the Project. A "mortgagee" shall include the beneficiary under a deed of trust. A "first mortgage" or "first mortgagee" is one having priority as to all other mortgages or holders of mortgages encumbering the same Lot or other portions of the Project. A "first mortgagee" shall include any holder (including FHLMC and FNMA), insurer (including FHA) or guarantor (including VA) of a first mortgage on a Lot or other portion of the Project. "FHLMC" shall mean the Federal Home Loan Mortgage Corporation. "FNMA" shall mean Federal National Mortgage Association. "FHA" shall mean the Federal Housing Administration of the United States Department of Housing and Urban Development. "VA" shall mean the

Veterans Administration of the United States Department of Housing and Urban Development.

1.17 "Owner" shall mean any person or persons, entity or entities, or combinations thereof, holding a record fee ownership interest in a Lot, including Declarant, and contract sellers. "Owner" shall not include persons or entities that hold an interest in a Lot merely as security of the performance of an obligation.

1.18 "Project" shall mean the entire parcel(s) of real property described in Exhibit A, which is or shall be reconfigured into Lots.

1.19 "Project Documents" shall mean this Declaration and the Articles, Bylaws, Rules and regulations of the Association, including any architectural control guidelines and easements of record reserved or granted to or by the Declarant or Association, and shall include the Exchange & Development Agreement and Access Agreement.

1.20 "Rules" shall mean the rules, if any, promulgated by the Association to govern the possession, use and enjoyment of the Project as amended from time to time.

1.21 "Structure" shall mean any tangible thing or device to be fixed permanently or temporarily to real property including, without limitation, any Dwelling, building, garage, accessory dwelling unit, driveway, bikeway, walkway, concrete pad, asphalt pad, porch, patio, shed, greenhouse, bathhouse, tennis court, pool, barn, stable, fence, wall pole, sign, antenna, sprinkling system or tent.

ARTICLE II. PROPERTY

2.1. Property Subject to Declaration. All of the real property described in Exhibit A is hereby declared to be subject to this Declaration.

2.2. Common Improvements Ownership & Easements; Water Development Restrictions. The Declarant, and then upon its formation the Association, shall be granted / reserve in any conveyance creating an Owner's interest in a Lot, an exclusive easement in gross for use, maintenance, and control of the Common Improvements for the use and benefit of the Project, and shall convey to the Owner a non-exclusive easement for use of the Common Improvements, including on the Owner's Lot, provided that said exclusive easement shall not be made appurtenant to any land other than that described in Exhibit A unless otherwise approved by the Association as provided in this Declaration. The Common Improvements shall be maintained by the Association as provided in Section 5.3.A. The Declarant, and then upon its formation the Association, shall own the personal property comprising the Common Improvements.

The right to drill wells or develop water on any of the Lots is hereby exclusively reserved to the Declarant and, once formed, the Association, which shall have the sole right to perform those activities, subject to certain restrictions set forth in Section 5.3.E. No Lot Owner may drill for water or develop water without the express written permission of the Association.

2.3. Incidents of Lot Ownership, Inseparability. Every Lot shall have appurtenant to it the following interests: (a) A membership in the Association; and, (b) a non-exclusive easement for use and enjoyment of the Common Improvements subject to the easements of record and these covenants, conditions, and restrictions. Limitations, easements and lien as are contained in the Project Documents and subject to other reasonable regulation by the Association. Such interests shall be appurtenant to and inseparable from ownership of the Lot. Any attempted sale, conveyance, hypothecation, encumbrance or other transfer of those interests without the Lot shall be null and void. Any sale, conveyance, hypothecation, encumbrance or other transfer of a Lot shall automatically transfer these interests to the same extent.

2.4. Owner's Obligation to Maintain Lot. Except as otherwise specifically provided herein, each Owner shall at all times maintain and repair all portions of his/her/its Lot, keeping the same in a safe, sanitary and attractive condition.

Grasses, bushes and vegetation shall be controlled in such a manner so as to avoid becoming a fire hazard to surrounding property. Owners shall at all times maintain Structures on their Lot, and their Lot generally, such that it adheres to minimum standards for fire mitigation and safety on individual Lots as promulgated by CalFire or any successor agency as well as any fire or safety Rules of the Association.

In the event an Owner fails to maintain and repair a Lot as provided herein, including in a manner which the Board reasonably deems necessary to preserve the safety, appearance and value of the Project, the Board may notify the Owner of the required maintenance or repair and request that it be done within a reasonable and specified time period. In the event that the Owner fails to carry out such maintenance or repair within said period, the Board shall have the right to enter upon the Lot to cause such maintenance / repair to be done and, subject to the notice and hearing requirements of Section 7.2.A (2), individually charge the cost thereof to such Owner. Notwithstanding the foregoing, in the event of an emergency arising out of the failure of an Owner to maintain or repair a Lot, the Board shall have the right to abate the emergency and, subject to the notice and hearing requirements of Section 7.2.A (2), individually charge the cost thereof to such Owner.

2.5 Declarant's Reserved Rights. Each Lot, including upon any conveyance to an Owner, is hereby declared to be subject to Declarant's Reserved Rights.

2.6 Delegation of Use; Contract Purchasers, Lessees, Tenants. Any Owner may delegate their rights of use and enjoyment in the Project in a reasonable manner

to the Owner's family members, guests, and invitees, and to such other persons as may be permitted by the Project Documents, subject however, to the Project Documents and Rules, and subject to the number of persons or frequency of use not being unreasonable. However, if an Owner sells a Lot to a contract purchaser, or has leased or rented it, the Owner, and the Owner's family members, guests, and invitees, shall not be entitled to use or enjoy the Project while the Owner's Lot is occupied by such contract purchaser, lessee, or tenant. Instead, the contract purchaser, lessee, or tenant, while occupying such Lot, shall be entitled to use and enjoy the Project, to the extent the Owner would otherwise be permitted to do so, and may delegate the rights of use and enjoyment in the same manner as if such contract purchaser, lessee, or tenant were an Owner during the period of occupancy. During the time period an Owner's Lot is occupied by a contract purchaser, such contract purchaser shall have the right to exercise such Owner's voting rights (as to such Lot) in the Association and such Owner shall give to such contract purchaser, upon demand, such proxies as are necessary to exercise the Owner's voting rights (as to such Lot) in the Association. Each Owner shall notify the secretary of the Association of the names of any contract purchasers, lessees, or tenants of that Owner's Lot. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of an Owner.

2.7. Responsibility for Damage to Common Improvements. The cost and expense of repair or replacement of any portion of the Common Improvements resulting from the willful or negligent act of an Owner, or the Owner's contract purchasers, lessees, tenants, family, guests, or invitees, or any of their agents, servants, or employees, shall be, in addition to the party directly at fault, the responsibility of such Owner to the extent that it is not covered by insurance maintained by the Association. The Association shall cause such repairs and replacements to be made and, subject to the notice and hearing requirements of Section 7.2.A (2), individually charge the cost thereof, including any insurance deductible, to such Owner.

2.8 Reservation of Easements to Complete, Sell. Declarant hereby declares that the following easements shall be reserved over the Project to themselves and their successors and assigns to the extent reasonably necessary to complete and sell, lease, rent or otherwise dispose of the Lots: Easements for ingress and egress, drainage, encroachment, maintenance of temporary structures, operation and storage of construction equipment and vehicles, for doing all acts reasonably necessary to complete, repair, or develop the Project, or to discharge any other duty of Declarant under the Project Documents or sales contracts or otherwise imposed by law. This easement shall exist until the last Lot is conveyed by Declarant. Declarant covenants to use the above easements in a manner that will reasonably minimize any adverse impact upon the possession, use and enjoyment of the Owners.

2.9. Utilities. Whenever sanitary sewer, water, electric, gas, television, telephone lines or other utility connections are located or installed within the Project, the Owner of each Lot served by said connections shall be entitled to the

use and enjoyment of such portions of said connections for service to such Lot. Every Owner shall pay all utility charges, which are separately metered or billed, to the Owner's Lot. Every Owner shall maintain installations specifically arranged to be maintained by the Association or utility companies, public or private. The Association and utility companies shall have the right, at reasonable times after reasonable notice, to enter upon the Lots and Common Improvements to discharge any duty to repair or maintain Project utilities.

Whenever sanitary sewer, water, electric, gas, television, telephone lines or other utility connections are located within the Project, the Owner of a Lot served by said connections shall have the right to, and is hereby granted, an easement as reasonably necessary to, at reasonable times after reasonable notice, enter upon the Project Lots or Common Improvements, or to have his agents or utility companies enter upon the Project Lots or Common Improvements, in order to maintain or repair said connections as and when reasonably necessary.

In the event of a dispute between Owners with respect to the maintenance or repair of said connections, or with respect to the sharing of the cost thereof, then the matter shall be submitted to the Board for arbitration, whose decision shall be final.

2.10. Easements & Maintenance. Easements over and under the Project for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, and telephone lines, cable or master television antenna lines, and drainage facilities, as serve the Project, are hereby reserved for Declarant and the Association, together with the right to grant and transfer the same.

Subject to the Exchange & Development Agreement and Access Agreement, the Association shall maintain the Common Improvements and, with respect to utilities, to points of connection for individual Lots, except for those installations specifically arranged to be maintained by an Owner or utility companies, public or private.

ARTICLE III. USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Project and each Lot therein shall be subject to the following use restrictions.

3.1. Conditions of Approval to Develop Single Family Residence on Lot. The use and improvement of the Project shall comply with the mitigation measures, adopted by the City, attached hereto as (Ex.F) and any conditions of approval as may be lawfully required by governing agencies. Further, unless variance is approved in writing by the City of Ukiah: (a) if a Lot is developed with a single-family residence before its annexation into the City becomes final, the development of that Lot shall comply with the mitigation measures in Exhibit F including compliance with Ukiah City Code Sections 9135-9139, with compliance being a condition of said development and subject to determination and approval by the Association in consultation with the City; and, (b) if a Lot is developed with a single-family

residence after its annexation into the City becomes final, the Lot Owner shall comply with said Ukiah City Code sections with compliance being a condition of said development and subject to determination and approval by the City.

3.2. Use of Individual Lots. No Lot shall be occupied and used except for single-family residential purposes by the Owners, their contract purchasers, lessees, tenants, or guests, and no commercial business shall be conducted therein except as may be allowed by the City of Ukiah residential zoning code.

3.3. Nuisances. No noxious, illegal, or offensive activities shall be carried on in any Lot, nor on any other part of the Project, nor shall anything be done therein that may be or may become an annoyance or a nuisance to or that may in any way interfere with the quiet enjoyment of each of the Owners with regard to their respective Lot, or that shall in any way increase the rate of insurance of the Project or for any other Lot, or cause any insurance policy to be canceled or cause a refusal to renew the same. Without limiting any of the foregoing, no Owner shall permit noise, including but not limited to, the barking of dogs, radios, televisions, music, or sound systems, to emanate from the Owner's Lot, which noise would unreasonably disturb another Owner's quiet enjoyment of his Lot. Each Owner shall be responsible for compliance with this provision by all persons and permitted animals upon the Owner's Lot.

3.4. Re-Subdivision of Lots. Once finally established by Declarant, as may be determined by Declarant in Declarant's sole discretion, none of the Lots within the Development Property shall be re-subdivided or split into Lots of a lesser size than the size of the original Lot as finally established by Declarant. Once Declarant sells or causes the sale of an established Lot to another Owner, Declarant shall not maintain the right, absent the Owner's consent, to reconfigure said owner's lot; Notwithstanding that, such Owner shall comply with, consent to, and take all other action reasonably necessary to effect a boundary line adjustment of lands within the Development Property as may at any time be desired by Declarant, including by participating in and consenting to such an adjustment that includes the Owner's Lot, if the end result of the adjustment does not alter the boundaries of the Owner's Lot.

3.5 Changing Grades, Slopes and Drainage. No change in the established grade or elevation of the Lots and no change in the established slope or ratio of the cuts and fills that alters established drainage patterns shall be permitted without the prior written consent of the Association and written approval of governing agencies, as applicable. Permission to make any such change shall not be unreasonably withheld if reasonably necessary to comply with Ukiah City Code Section 9135-9139. Declarant reserves the right to make any and all cuts and fills on said property and on the building sites included therein and to do such grading as in their judgment may be necessary to grade streets and Lots, or any part thereof, as may be deemed reasonably necessary or beneficial for the Project. Each of the Owners of the Lots covenants to permit free access by Declarant and Owners of adjacent Lots to slopes and drainage ways located on his property when such access is required for the maintenance or permanent

stabilization of said slopes or maintenance of the drainage facilities or for the protection and use of property other than the Lot on which the slope or drainage way is located.

3.6. Prohibitions Regarding Objectionable Vehicles. All of the following vehicles and categories of vehicles are hereby designated as "objectionable vehicles" which shall be subject to the special restrictions of this section

- a. Any over-sized vehicle, including any bus or aircraft, or any vehicle that exceeds 12,000 pounds gross vehicle weight, or that has a wheelbase exceeding 133 inches;
- b. Any farm vehicle or equipment;
- c. Any boat;
- d. Any trailer designated to be pulled by any other vehicle;
- e. Any vehicle within the generally recognized category of recreational vehicle, including, without limitation, motorcycle, all-terrain vehicles, a camper or camper body that is or may be mounted upon a pickup truck;
- f. Any inoperable vehicle; and
- g. Any off-road unlicensed motor vehicle.

No objectionable vehicle may be permanently parked anywhere within Project (including any street, driveway, or yard area) unless it is enclosed within a garage or screened by fencing so as not to be generally visible from any street or from any Lot. Except for the occasional, temporary periods of not more than eight (8) hours, any Owner who parks or permits the prohibited parking of any objectionable vehicle on the Project shall be deemed to commit a nuisance within the meaning of Section 3.3, which may be actionable as provided in Article VII of the Declaration. No vehicle of any type (including regular passenger cars, trucks, motorcycles, bicycles or any objectionable vehicle) shall be parked on any street or other portion of the Project for the purpose of accomplishing repairs thereto or the reconstruction thereof, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle. Violation of this prohibition against repairing vehicles shall also constitute a nuisance within the meaning of Section 3.3.

3.7. Signs. No signs of any kind shall be displayed to the public view from any Lot or from the Common Improvements without the approval of the Board except (i) one sign of customary and reasonable dimensions advertising a Lot for sale, lease, rent, or exchange displayed from the Lot, (ii) such signs as may be used by Declarant or its assignees for the purpose of selling, renting or leasing Lots as permitted by Section 2.8, and (iii) such other signs or notices as are required by law, as are otherwise necessary to perfect a right provided for in law or as are required to be permitted by law.

3.8 Animals. No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on any portion of the Project; except that three dogs and three cats may be kept on a Lot. Pets must be kept under reasonable control at all times and no pets shall be allowed to roam unattended or unleashed within the Project.

3.9 Garbage and Refuse Disposal. All rubbish, trash, garbage, and other waste shall be regularly removed from the Project, and shall not be allowed to accumulate thereon. Rubbish, trash, garbage and other waste shall be kept in covered, sanitary fly-proof containers. All equipment, garbage cans, woodpiles, storage piles or trash piles shall be kept screened and concealed from view of other Lots and the Road and other roads within the Project, except for the scheduled day for trash pickup. The burning of trash or garden refuse anywhere within the Project is absolutely prohibited, and there shall be no exterior fires whatsoever except for fires contained within barbeques, outdoor lanterns or similar equipment designed for the containment of a small fire.

3.10 Right to Lease. Nothing in this Declaration shall prevent an Owner from leasing or renting their Lot. However, any lease or rental agreement shall be in writing and shall be expressly subject to the Project Documents and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. In addition, no Lot shall be leased or rented for a period of less than thirty (30) days.

3.11 Wells, Derricks and Mines; Water Development. No wells for the production of or from which there is produced water, oil, steam, or gas shall be operated upon any Lot; nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business. No mining or quarry operations of any kind shall be permitted upon or in any Lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No development of any water source shall be conducted on a Lot absent the written consent of the Board.

3.12 Radio and Television Antennas, Satellite Dishes. No Owner may construct, use, or operate his own external radio, television or other electronic antenna or satellite-receiving dish without the prior written consent of the Board. No citizens band or other transmission shall be permitted from the Project without the written consent of the Board.

3.13 Clotheslines. No outside clotheslines or other similar outside clothes drying facility shall be visible from any other Lot or the Road unless approved in writing by the Board.

3.14 Window Coverings. All windows shall be covered by draperies, shades, or shutters and shall not be painted or covered by foil, cardboard, or similar materials.

3.15 Temporary Structures. Except as provided in this Declaration or as is permitted in the Exchange & Development Agreement for Declarant's (or their caretaker) temporary use to facilitate the Project's development, no tents, shacks, trailers, basement, garage or outbuildings shall, at any time, be used on any Lot as a residence, either temporarily or permanently nor shall any residence of a temporary character be constructed, placed or erected on any Lot.

3.16 Upkeep of Real Property. Each Lot Owner covenants to keep, maintain, water, plant and replant all areas, slopes, banks, rights-of-way, and set back areas located on his/her/its Lot so as to prevent erosion and present an attractive, clean, and wholesome appearance at all times.

3.17 Uses of Garages. No single-family dwelling unit shall be constructed or maintained on a Lot without a garage large enough to contain two standard size automobiles, which garage shall be used to park the automobile(s) belonging to the Owner or occupants of the Lot and for other purposes compatible with such use. Automobiles are to be kept in the garage when not in use. The use of carports in place of garages is specifically prohibited.

3.18 Diligence in Construction. The work of constructing and erecting any building or Structure shall be prosecuted diligently and continuously from the commencement thereof until the same is completed. No outbuilding shall be completed prior to the completion of the Dwelling, except that temporary office and storage buildings may be erected for workman engaged in building a Dwelling on said property.

Such temporary structures must be removed as soon the Dwelling is completed. All structures shall be suitably painted, colored and stained immediately upon completion of construction as per plans and specifications. The construction schedule shall be submitted as part of the plans and specifications and shall be subject to the approval of the Board.

3.19 Easements and Rights-of-Way. No Structure shall be constructed within an easement area, or as such that it might interfere with the purposes for which such an easement exists, without written approval of the Board.

3.20 Compliance with Project Documents. Each Owner, contract purchaser, lessee, tenant, guest, invitee, or other occupant of a Lot or user of the Common Improvements shall comply with the provisions of the Project Documents.

3.21 Compliance with Mitigation Measures. Prior to annexation of the Development Property by City, the Owners of the any Lots that commence residential development of their Lot shall implement the mitigations measures imposed by the City of Ukiah in approving the Exchange & Development Agreement, which measures are attached hereto and incorporated herein by reference as **Exhibit F**.

ARTICLE IV. THE ASSOCIATION MEMBERSHIP AND VOTING

4.1 Association. Until the Association is formed the Declarant, and once formed the Association, will be charged with the duties and empowered with the rights as set forth herein. It shall not be required that there be an incorporated Association. This Declaration (and any articles, bylaws, or the rules of the Association) shall

govern the Association's affairs. However, in any conflict between this Declaration and any such articles, bylaws, or rules, this Declaration shall control.

4.2 Membership. Each Owner, including Declarant, shall be a Member of the Association and shall remain a Member thereof until such time as that Owner's ownership ceases for any reason at which time that Owner's membership in the Association shall automatically cease. Notwithstanding that, although the City will own a portion of the Development Property (the area labeled "Additional Development Area" on Exhibit A), it will not be a Member of the Association and it has, pursuant to the Exchange & Development Agreement, irrevocably assigned to Declarant all voting and other rights, interests, and privileges as would otherwise inure to the benefit of an Association Member as being an Owner of a portion of the lands comprising, including a Lot within, the Development Property. Owners of property adjacent to or near the Project may, from time to time, be admitted into membership by the Association, as provided hereafter.

4.3 Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way except upon the transfer of an Owner's ownership of the Lot to which that ownership is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. Any transfer of title to a Lot or interest in it shall operate automatically to transfer the appurtenant membership rights in the Association to the new Owner.

4.4 Voting. The Association shall have only one class of voting membership. The Owners shall be entitled to one vote for each Lot owned, except that until the portion of the Development Property labeled "Additional Development Area" on Exhibit A is finally reconfigured by Declarant, the Owner of said area (presently Declarant) shall be entitled to five (5) votes for said area (one for each of the five prospective Lots to be configured in said area); provided, however, that for each Lot configured as a legal parcel in said area and sold by or at the direction of Declarant, said number of votes attributable to the Additional Development Area shall be reduced by one. If the owners of property outside the Project are admitted to membership, they shall be entitled to one vote per property admitted. However, should any such property be further subdivided and separately assessed under this Declaration, each separately assessed parcel shall be entitled to one vote. When more than one person or entity owns a Lot, all such persons and entities shall be members and the voting Owner shall exercise the vote for such Lot, but, in no event, shall more than one vote be cast with respect to any Lot. The record Owners of each Lot shall designate the voting Owner by written notice to the Board. The designation shall be revocable at any time by actual notice to the Board given by any of the Lot Owners of record or by the death or judicially declared incompetence or legal incapacity of any voting Lot Owner. When no voting Owner has been designated or the designation has been revoked, the vote for such Lot shall be exercised by the majority of co-Owners of that Lot.

4.5 Voting Procedures. Actions taken at meetings of the Association, unless otherwise required herein or by law, shall be by affirmative vote of a majority of Lot Owners present (one vote for each Lot). The admittance of new Members to the

Association shall be made only upon a vote of 66-2/3% or more of the Members. The vote on any proposed action may be by verbal response, by show of hands, or by secret ballot; provided, however, that elections for directors shall be by secret ballot.

4.6 Notices and Quorum and Location of Meeting. Written notice to the Members of the Association of any meeting of the Association, regular or special, shall be sent by the secretary to all members not less than ten (10) days nor more than ninety (90) days in advance of the meeting. Except as provided hereinafter, at any meeting called, the presence of Members or other proxies entitled to cast at least fifty percent (50%) of the total voting power of the Association shall constitute a quorum. If any meeting cannot be held because the required quorum is not present, the majority of the Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called. In the absence of a quorum, no business may be conducted except the adjournment thereof.

The first meeting of the Association shall be held within forty-five (45) days after the closing of the sale by Declarant of the second Lot in the Project, but in no event shall the meeting be held later than six (6) months after the closing of the sale of the first Lot by Declarant. Thereafter, the annual meeting of the Association shall be held on the day and time set forth in the bylaws.

A special meeting of the Members of the Association shall be promptly called by the president, or, if the president fails or refuses to do so, by a director, upon:

- a. The vote of the Board itself; or
- b. Receipt by the Board of a written request for such a special meeting signed by Members representing at least twenty percent (20%) of the total voting power of the Association.

The location of all such meetings shall be within the Project or as close thereto as is practicable and the written notice of such meeting shall state its location, specifying the place, day and hour and, in the case of a special meeting, the nature of business to be undertaken.

4.7 Board of Directors. The Board shall ultimately consist of one representative for each Lot in the Development Property plus five (5) representatives for the Owner of that portion of the Development Property labeled "Additional Development Area" on Exhibit A.; provided, however, that for each Lot configured as a legal parcel in said Additional Development Area and sold by or at the direction of Declarant, the Board shall then consist of one additional representative for such Lot and one less representative for the remaining Additional Development Area; i.e the Board will ultimately consist of representatives of each of the 3 to 7 Lots to be configured within the Development Property. The initial Board shall consist of the Declarant and one representative for any Lots owned by persons other than the Declarant.

Notwithstanding the foregoing, although the City will own a portion of the Development Property (the area labeled “Additional Development Area” on Exhibit A), it will not be a Member of the Association or a member of the Board and it has, pursuant to the Exchange & Development Agreement, irrevocably assigned to Declarant all voting and other rights, interests, and privileges as would otherwise inure to the benefit of an Association Member or an Owner of a portion of the lands comprising, including a Lot within, the Development Property.

The Board shall undertake all duties and responsibilities of the Association and the management and conduct of the affairs thereof.

ARTICLE V. ASSOCIATION POWERS, RIGHTS, DUTIES, LIMITATIONS

5.1 Generally. The Association shall have the power to perform any action reasonably necessary to exercise any right or discharge any duty enumerated in this Article or elsewhere in the Project Documents or reasonably necessary to operate the Project. In addition, the Association shall have all the powers and rights of such associations under the laws of the State of California.

The Association shall act through its Board and the Board shall have the power, right and duty to act for the Association.

The powers, rights, duties, and limitations of the Association set forth in this Article and elsewhere in the Project Documents shall vest in and be imposed on the Association on the occurrence of the earlier of (i) the conveyance of any of the Common Improvements to the Association, or (ii) the first conveyance by Declarant of a Lot in the Project.

5.2. Enumerated Rights. In addition to those Association rights that are provided elsewhere in the Project Documents, the Association shall, without limitation, have the following rights:

A. Delegation. To elect, employ, appoint, assign and delegate the rights and duties of the Association to officers, employees, agents and independent contractors, except the Board may not delegate its right and power to levy fines, hold hearings or impose disciplinary actions.

B. Enter Contracts. To enter contracts with third parties to furnish goods or services to the Project.

C. Dedicate and Grant Easements. To dedicate or transfer all or any part of the Common Improvements or easements thereof to any public agency, authority, or utility or any other person or entity for such purposes and subject to such conditions as may be agreed to by the Association; provided, however, that no such dedication or transfer shall be effective unless (i) such dedication or transfer is approved by a majority of the Members, and (ii) an instrument in writing is signed

by the secretary of the Association certifying that such dedication or transfer has been approved by the required vote or written consent.

D. Established Rules. To adopt reasonable rules not inconsistent with the Declaration, the Articles, or the Bylaws relating to the use of the Common Improvements and facilities owned or controlled by the Association and the conduct of Owners and their contract purchasers, lessees, tenants and guests with respect to the Project and other Owners. A copy of the Rules shall be mailed or otherwise delivered to each Owner.

E. Entry. To enter upon any portion of the Common Improvements at any time, or otherwise upon any Lot after giving forty-eight (48) hours written notice to the Owner thereof, for any purpose reasonably related to the performance by the Association of its duties under this Declaration. In the event of an emergency, such right of entry upon any Lot shall be immediate. Any damage caused by such entry shall be repaired or otherwise reasonably compensated for by the Association.

5.3 Enumerated Duties. In addition to those Association duties that are imposed elsewhere in the Project Documents, the Association shall have the following duties.

A. Manage, Maintain Common Improvements. To manage, operate, improve, maintain, repair and replace the Common Improvements including private roads, streets or drives, water system, and related facilities, including personal property, in a safe, sanitary and attractive condition.

B. Enforce Project Documents. To enforce the provisions of the Project Documents by appropriate means as provided in Article VII.

C. Levy and Collection of Assessments and Individual Charges. To fix, levy and collect assessments and individual charges in the manner provided in Articles VI and VII.

D. Taxes and Assessments. To pay all real and personal property taxes and assessments and all other taxes levied against the Common Improvements, if any, and other property owned by the Association or against the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

To prepare and file any annual tax returns requested by the federal government and/or the State of California and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association.

E. Water and other Utilities. To create and maintain a water system, sewer system, and electrical system for the benefit of the Lots. To acquire, provide

and pay for utility services as necessary for the Common Improvements. In order to fulfill the Association's duty to create and maintain a water system, it is hereby reserved to the Association all water rights in each of the Lots, whether it is surface water, spring water, or subterranean water. The Association shall have the right to drill a well on any of the Lots in the Project, subject to the following:

(1) Such well shall be reasonably necessary in order to provide water to the Lots in the Project.

(2) Such well shall be situated in such a way as to not diminish the value of the Lot on which it is drilled to any greater extent than does the existing well diminish the value of the Lot on which it is located.

(3) No well shall be drilled in the front yard of any Structure on the Lot, nor shall it be located any closer than 100 feet from a residence.

(4) In the event of any dispute concerning the drilling or location of a well on any Lot the dispute shall be submitted to the Association for resolution before resort to any legal action. Approval of the proposed well shall be by vote of at least 66 2/3% the membership excluding the vote attributable the Lot on which the proposed well will be situated.

F. Legal and Accounting. To obtain and pay the cost of legal, accounting, and other professional services necessary or proper to the maintenance and operation of the Project and the enforcement of the Project Documents.

G. Insurance. To obtain and pay the cost of insurance for the Project as provided in Section 8.1.

H. Bank Accounts. To deposit all funds collected from Owners pursuant to Articles VI and VII hereof and all other amounts collected by the Association as follows:

(1) All funds shall be deposited in a separate bank account ("general account") with a bank located in the State of California. The Association shall keep accurate books and records regarding such account. The Association may use funds deposited in such account only for the purposes for which such funds have been collected.

(2) Funds which the Association shall collect for reserves for capital expenditures relating to the repair, maintenance, or improvement of the Common Improvements, and for such other contingencies as are required by good business practice, shall, within ten (10) days after deposit in the general account, be deposited into an interest-bearing account with a bank or otherwise prudently invested, which shall all herein be collectively referred to as the "reserve account." Funds deposited into the reserve account shall be held in trust and may be used by the Association only for the purposes for which such amounts have been collected.

Withdrawal of funds from the Association's reserve account shall require the signatures of the Board Treasurer and one other member of the Board.

I. Preparation and Distribution of Financial & Member Information.

(1) Financial statements for the Association shall be prepared and distributed to all Members, regardless of the number of Members or the amount of assets of the Association, at least yearly. The Board shall also annually distribute, within sixty (60) days prior to the beginning of the fiscal year, a statement of the Association's policies and practices, if any, in enforcing its remedies against members for defaults in the payment of regular and special assessments, including the recording and foreclosing of liens against Member's Lots.

(2) The Board shall cause to be kept adequate and correct books of accounts, a register of members, minutes of Board, and committee meetings, a record of all corporate acts, and other records as are reasonably necessary for the prudent management of the Project and to present a statement thereof to the members at the annual meeting of members, or at any special meeting when requested in writing by twenty percent (20%) of the voting power of Members.

(3) The membership register (including names, addresses, and telephone numbers), books of account and minutes of meetings of the Board and of committees, shall be made available for inspection and copying by any Member of the Association, or by his/her duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the principal office of the Association or at such other place within the Project as the Board shall prescribe.

J. Statement of Status. To provide, upon the request of any Owner or mortgagor or mortgagee a written statement setting forth the amount, as of a given date, of any unpaid assessments, individual charges, or other debts or arrearages chargeable against any Owner or Lot. Such statements, for which a reasonable fee may be charged, shall be binding upon the Association in favor of any person who may rely thereon in good faith.

K. Architectural Control. To provide architectural control of the improvements of the Project as provided in Article X.

5.4 Obligations on Assignment by Declarant. Upon Declarant's assignment of any of Declarant's obligations in the Exchange & Development Agreement and / or Access Agreement to the Association, and as may be required by said agreements: (1) the Association shall assume and comply with all obligations of Declarant and the Association as specified in the applicable provisions of the Exchange & Development Agreement and Access Agreement; (2) the Association shall assess Members for the full amount required to cover the full costs of the Declarant's or the Association's obligations under said agreements; (3) the provisions in this section 5.4 are not subject to amendment by the Association or its members or by any court;

and, (4) the City and the owners of the real properties more particularly described in **Exhibit G** attached hereto and incorporated herein by this reference, are third party beneficiaries of these subsections (1)-(4) of this section 5.4 as to their respective right, title, and interest in and to the lands owned by said parties that are affected by such obligations. Notwithstanding the preceding sentence, should the Association fail to exist as a separate legal entity, the collective owners of the Development Property shall be deemed the Association for purposes of this provision.

ARTICLE VI. ASSESSMENTS

6.1. Covenants for Assessments and Individual Charges. Declarant, for each Lot owned by Declarant, hereby covenants and agrees, and each Owner, by acceptance of a deed to a Lot, or by subsequent recorded acceptance of this Declaration, is deemed to covenant and agree for each Lot owned, whether or not it shall be expressly set forth in any such deed or other conveyance, to pay to the Association all regular assessments and all special and emergency assessments (collectively "assessments"), and all individual charges, to be established and collected as provided in this Declaration and in the other Project Documents, and to vest in the Association the right, power and authority to bring all actions for the collection of such charges and for the enforcement of the lien created hereby. The right and power of the Association, and such obligation, shall run with the land so that each successive Owner or Owners of record of a Lot in the Project, or a property subsequently admitted to the Association, shall in turn become liable to pay all such assessments which shall become a lien thereon during the time they are the Owner of record of any Lot.

Each assessment levied by the Association under this article shall constitute a separate assessment. Each assessment, together with interest thereon, costs of collection and reasonable attorneys' fees incurred to enforce and/or collect any assessment, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. The Association, as the agent of all Lot Owners, shall have a separate lien, and a separate lien with power of sale is hereby expressly created, upon each Lot against which an assessment is made to secure the payment of any assessment under this article. Each such lien for any particular assessment, including those paid in installments, shall likewise bear interest thereon if the same is not paid when due, and shall further include costs of suit and reasonable attorney's fees incurred to enforce and/or collect the same. The priority of all such liens shall be in inverse order so that any foreclosure sale pursuant thereto will be made subject to all liens securing the respective monthly charges on such Lot for preceding months. Each such assessment, together with interest and attorney's fees and costs, shall become the distinct and personal obligation of the Lot Owner at the time the assessment was due and shall bind the Owner's heirs, devisees, personal representatives,

successors, and assigns. However, the personal obligations for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successive Lot Owner, but it may be foreclosed as herein provided. In the event of transfer of a Lot as a result of the exercise of the power of sale or judicial foreclosure involving a default under the first mortgage or deed of trust, the lien of assessments due and payable prior to such transfer shall be extinguished. No transfer of the Lot as the result of a foreclosure or execution of a power of sale shall relieve the new Owner, whether the former beneficiary of the first encumbrance or another person, from liability for any assessments thereafter coming due or from the lien thereof. No such assumption of personal liability by a successor Lot Owner shall relieve any previous Lot Owner of his personal liability for the delinquent assessment. After a record Lot Owner shall transfer, or record, title to a Lot, said Owner shall not be liable for any charge thereafter assessed against such Lot. A contract seller of any Lot shall continue to be liable for all such charges until a conveyance by such contract seller of the Lot subject to the assessment being recorded in the office of the County Recorder of the County of Mendocino, California.

6.2. Purpose of Assessments. The Board shall establish regular yearly assessments for the operation and maintenance of the Project. Regular assessments shall be due on the first day of the month following notice of the levy or as set forth in the notice of regular assessment.

The purpose of regular assessments is to raise funds necessary to pay the anticipated costs of operating the Project during the fiscal year and to accumulate reserves to pay costs anticipated in future years. Not less than ninety (90) days before the beginning of each fiscal year, the Board shall prepare or cause to be prepared, and distribute to each Owner, a proposed budget. The proposed budget shall be prepared consistently with the prior fiscal year's budget and shall include adequate reserves for contingencies and for maintenance, repairs and replacements of the Common Improvements or Association personal property likely to need maintenance, repair or replacement in the future.

Not more than ninety (90) days nor less than sixty (60) days before the beginning of each fiscal year, the Board shall meet for the purpose of establishing the budget and regular assessments for the forthcoming fiscal year. At such meeting, the Board shall review the proposed budget and written comments received and any other information available to it and, after making any adjustments that the Board deems appropriate, establish the budget and regular assessments for the forthcoming fiscal year. The regular assessment for each Lot may not be increased in any fiscal year more than twenty percent (20%) of the regular assessment for the preceding fiscal year, without the vote or written assent of Members constituting a quorum, casting a majority of the votes at a meeting of the Association's Board.

6.3 Special Assessments. If the Board determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a

given fiscal year is or will become inadequate to meet expenses for any reason, including, but not limited to, unanticipated improvements on the Common Improvements, the Board shall determine the approximate amount necessary to defray such expenses, and if the amount is approved by the Board, it shall become a special assessment. The Board may, in its discretion, provide for the payment in installments of such special assessment over the remaining months of the fiscal year or levy the entire assessment immediately against each Lot. Special assessments shall be due on the first day of the month following notice of their levy or as set forth in the notice of special assessment.

6.4 Emergency Assessments. Notwithstanding any other provision contained herein, the Board may increase assessments necessary for emergency situations. For purposes of this section, an emergency situation is any one of the following:

- a. an extraordinary expense required by an order of a court;
- b. an extraordinary expense necessary to repair or maintain the property, the Common Improvements, or any portion of the same, for which the Association is responsible where a threat to personal safety on the property is discovered;
- c. an extraordinary expense necessary to repair or maintain the property, the Common Improvements, or any portion of the same, for which the Association is responsible that could not have been reasonable foreseen by the Board in preparing and distributing the pro forma operating budget.

However, prior to the imposition or collection of an assessment under this section, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budget process.

6.5 Individual Charges. Individual charges may be levied against a Member (i) as a monetary penalty imposed by the Association as a disciplinary measure for the failure of a Member to comply with the Project Documents, or (ii) as a means of reimbursing the Association for costs incurred by the Association for repair or damage to Common Improvements and facilities for which the Member was responsible, or to otherwise bring the Member and the Member's Lot into compliance with the Project Documents. Such individual charges (other than reasonable late charges, interest, costs of collection and reasonable attorneys' fees related to the collection of assessments) shall not be enforceable through the lien provisions of the Project Documents.

6.6 Allocation of Regular and Special Assessments. Regular and special assessments (including Emergency Assessments) shall be levied against each Lot (and its Owner) equally, based on a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in the Association. Notwithstanding that, until the portion of the Development Property labeled

“Additional Development Area” on Exhibit A is finally reconfigured by Declarant, said area shall be assessed an equivalent of 5 Lots (one for each of the five prospective Lots to be configured in said area); provided, however, that for each Lot hereafter configured as a legal parcel in said area and sold by or at the direction of Declarant, the assessment(s) attributable to the Additional Development Area shall be reduced by the equivalent of one Lot.

6.7 Creation of the Assessments Lien; Personal Obligation for Assessments and Individual Charges. The assessments, together with late charges, interest, costs and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each assessment is made, the lien to become effective upon recordation of a notice of delinquent assessment.

All assessments and individual charges, together with late charges, interest, costs, and reasonable attorneys' fees incurred in enforcing and/or collecting delinquent assessments and individual charges, shall be the personal obligation of the Owner of such Lot at the time when the assessment or individual charges are due. If more than one Owner or entity was the Owner of a Lot at the time the assessment or individual charges became due, the personal obligation to pay each assessment and individual charge shall be joint and several. The personal obligation for delinquent assessments and individual charges shall not pass to any transferee unless expressly assumed by such transferee. No Owner may exempt himself from liability for an assessment or individual charge obligation by waiver of the use or enjoyment of any of the Project or its Common Improvements.

ARTICLE VII. ENFORCEMENT OF RESTRICTIONS

7.1 General. The Association or any Owner shall have the right to enforce compliance with the Project Documents in any manner provided by law or in equity, including, without limitation, the right to enforce the Project Documents by bringing an action for damages, an action to enjoin the violation or specifically enforce the provisions of the Project Documents, to enforce the liens provided for herein (except that no Owner shall have the right to enforce independently of the Association any assessment, individual charge or assessment lien created herein) and any statutory lien provided by law, including the foreclosure of any such lien and the appointment of a receiver for an Owner and the right to take possession of the Lot in the manner provided by law. In the event the Association or any Owner shall employ an attorney to enforce the provisions of the Project Documents, against any Owner, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other amounts due as provided for herein. All sums payable hereunder by an Owner shall bear interest at the maximum rate permitted by law from the due date, or if advanced or incurred by the Association, or any other Owner pursuant to authorization contained in the Project Documents, commencing fifteen (15) days after repayment is demanded. All enforcement powers of the Association shall be cumulative. Failure by the Association or any Owner to enforce any covenant or

restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2 Specific Enforcement Rights. In amplification of, and not in limitation of, the general rights specified in Section 7.1 above, the Association shall have the following rights:

A. Enforcement by Sanctions.

(1) Limitations. The Association shall have no power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of that Owner's Lot on account of a failure by the Owner to comply with provisions of the Project Documents except where the loss or forfeiture is the result of the of a foreclosure or sale under a power of sale for failure of the Owner to pay assessments levied by the Association.

(2) Disciplinary Action. The Association may impose reasonable monetary penalties, temporary suspensions of reasonable duration (not to exceed thirty (30) days per violation) of an Owner's voting rights as a Member of the Association, or other appropriate discipline for failure to comply with the Project Documents. Notwithstanding the foregoing, the Association shall have no right to interfere with an Owner's right of ingress to or egress from the Owner's Lot or an Owner's otherwise lawful use of roads, water, sewer, or electrical services.

Before disciplinary action authorized under this sub-section may be imposed by the Association, the Owner against whom such action is proposed to be taken shall be given notice and the opportunity to be heard as follows: (a) the Board shall give written notice to the Owner at least fifteen (15) days prior to the meeting at which the Board will consider imposing disciplinary action. Such notice shall set forth those facts which the Board believes justify disciplinary action and the time and place of the meeting; (b) at such meeting the Owner shall be given the opportunity to be heard, including the right to present evidence, either orally or in writing, and to question witnesses; (c) the Board shall notify the Owner in writing of its decision within three (3) days of the decision. The effective date of any disciplinary action imposed by the Board shall not be less than eight (8) days after the date of said decision.

B. Suit to Collect Delinquent Assessment or Individual Charges. A suit to recover a money judgment for unpaid assessments or unpaid individual charges, together with late charges, interest, costs, and reasonable attorneys' fees, shall be maintainable by the Association. In the case of unpaid assessments, such suits shall be maintainable without foreclosing or waiving the lien securing such unpaid assessments.

C. Enforcement of Lien. If there is a delinquency in the payment of any assessment or installment on a Lot, any amounts that are delinquent, together with the late charges, interest (at the maximum rate permitted by

law), costs of enforcement / collection and reasonable attorneys' fees, shall be a lien against that Lot upon the recordation in the office of the County Recorder of a notice of delinquent assessment. The notice of delinquent assessment shall be signed by an authorized representative of the Association and shall state the amount of the delinquent assessment, a description of the Lot assessed, and the name of the record Owner(s).

The notice of delinquent assessment shall not be recorded unless and until the Board or its authorized representative has delivered to the delinquent Owner, not less than fifteen (15) days before the recordation of the notice of delinquent assessment, a written demand for payment, and the delinquency has not been cured within said fifteen (15) day period.

The Board or its authorized representative may record a notice of default and may cause the Lot with respect to which a notice of default has been recorded to be sold in the same manner as a sale is conducted under California Civil Code Sections 2924-2924h (or any successor statute(s)), or through judicial foreclosure. As a condition precedent to the holding of any such sale under said code sections, the Board is authorized to appoint its attorney, any officer or director, or any title insurance company authorized to do business in California, as trustee for purposes of conducting the sale. If a delinquency, including assessments and other proper charges, is cured after recordation of the notice of delinquent assessment but before sale, or before completing a judicial foreclosure, the Board or its authorized representative shall cause to be recorded in the office of the county recorder a certificate setting forth the satisfaction of such claim and release of such lien. The Association, acting on behalf of the Owner, shall have the power to bid upon the Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

D. Transfer by Sale or Foreclosure. In a sale or transfer of the Lot pursuant to this section, the personal obligation for delinquent assessment or individual charges shall not pass to the transferee unless expressly assumed by the transferee. The sale or transfer of any Lot shall not affect the assessment lien nor the right of the Association to impose a lien for assessments, which became due prior to such sale or transfer. However, the sale or transfer of any Lot pursuant to the exercise of a power of sale or judicial foreclosure involving a default under a first mortgage shall extinguish the lien and right to lien for assessments that became due prior to such sale or transfer. No transfer of the Lot as the result of a foreclosure or exercise of a power of sale shall relieve the new Owner, whether it be the former beneficiary of the first mortgagee or another person, from liability for any assessments or individual charges thereafter becoming due or from the lien thereof.

E. Waiver of Homestead Benefits. Each Owner to the extent permitted by law, waives, to the extent of any liens created pursuant to the Project Documents, the benefit of any homestead or exemption laws of California in effect at the time any assessment becomes due.

ARTICLE VIII. INSURANCE, DESTRUCTION, CONDEMNATION

8.1 Insurance. In addition to other insurance required to be maintained by the Project Documents, the Association shall obtain from generally accepted insurance carriers, and maintain in effect at all times, the following insurance.

A. Liability Insurance. The Association shall obtain and maintain comprehensive public liability insurance insuring the Association, the Board, the Declarant, Owners, occupants of Lots, their respective family members, guests, invitees, and the agents and employees of each, against any liability incident to the Ownership, use, improvement, repair, or maintenance of the Common Improvements and Lots and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000), or the minimum amount required by the Project Documents, whichever is higher, covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against any liability customarily covered with respect to projects similar in construction, location, and use. Such policy may provide for a deductible limit of up to Five Hundred Dollars (\$500).

B. Other Insurance. The Board shall purchase and maintain worker's compensation insurance, to the extent that law requires it, for all employees or uninsured contractors of the Association. The Board may also purchase and maintain fidelity bonds or insurance (which shall be in an amount not less than one hundred fifty percent (150%) of each year's estimated annual operating expenses and reserves and shall contain an endorsement of coverage for any person who may serve without compensation). The Board shall purchase and maintain insurance on personal property owned by the Association and any other insurance that it deems necessary or that is customarily obtained for projects similar in construction, location, and use.

C. Owner's Liability Insurance. An Owner may carry whatever personal and property damage and liability insurance with respect to his Lot that such Owner desires.

D. Owner's Fire Casualty and Extended Coverage Insurance. Each Owner shall obtain and maintain fire, casualty and extended coverage insurance for the full replacement value of all of the improvements on that Owner's Lot. An Owner may insure personal property.

E. Officer and Director Insurance. The Association may purchase and maintain insurance on behalf of any director, officer, or member of a committee of the Association (collectively the "agents") against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under applicable law.

F. Waiver of Subrogation. All casualty and liability insurance carried by the Association, or the Owners, shall contain provisions whereby the insurer waives rights of subrogation as to the Association, directors, officers, Declarant, Owners, their family, guests, agents, and employees.

G. Notice of Cancellation. All insurance carried by the Association shall require the insurer to notify any first mortgagor or mortgagee requesting such notice at least fifteen (15) days in advance of the effective date of any reduction or cancellation of the policy.

H. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is adequate.

I. Payment of Premiums. Premiums on insurance maintained by the Association shall be a common expense funded by assessments levied by the Association.

8.2 Destruction.

A. Destruction Affecting Common Improvements. In the event of damage or destruction to any of the Common Improvements, the Board shall have the duty to repair and reconstruct them.

(1) Rebuilding Contract. It shall be the duty of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date. Absent urgent or exceptional circumstances, the Board shall obtain bids from at least two (2) licensed contractors, and shall award the repair and reconstruction work to the most reasonable bidder. The Board shall have the authority to enter into a written contract with the contractor for the repair and reconstruction work and to compensate said contractor according to the terms of the contract.

(2) Special Assessments to Rebuild. The Association may levy a special assessment against all Lot Owners to cover the cost of repair or reconstruction not covered by insurance proceeds or other funds.

B. Destruction Affecting Lots. If there is a total or partial destruction of a Lot or Structures on the Lot, the Owner thereof shall have the following options:

(1) The Owner shall rebuild or repair the Lot/Structures in substantial conformity with its appearance, design, and structural integrity immediately prior to the damage or destruction. Notwithstanding the foregoing, any Owner of an affected Lot/Structure may apply to the Board for approval to reconstruct the Lot/Structure in a manner that will provide for an exterior appearance and/or design which is different from that which existed prior to the date of the destruction. Application for such approval shall be made in compliance with Article XI herein; or

(2) The Owner shall clear all Structures from the Lot and shall landscape it in a manner that is approved by the Board. Board approval shall not be unreasonably withheld. Failure to rebuild the Lot/Structure shall not relieve the Lot or its Owner from any assessment obligation. Rebuilding or landscaping shall be commenced within ninety (90) days of damage or destruction and diligently pursued to completion.

ARTICLE IX. MORTGAGEE PROTECTION

9.1 Mortgages Permitted. Any Owner may encumber that Owner's Lot with mortgages.

9.2 Subordination. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any first mortgage that encumbers any Lot or other option of the Project, made in good faith and for value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such first mortgage unless the first mortgagee expressly subordinates his/her interest, in writing, to such lien.

9.3 Effect of Breach. No breach of any provision of this Declaration shall invalidate the lien of any mortgage made in good faith and for value, but all of the covenants, conditions, and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

9.4 Non-Curable Breach. No mortgagee who acquired title to a Lot by foreclosure or by deed in lieu of foreclosure shall be obligated to cure any breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

9.5 Right to Appear at Meetings. Any mortgagee may appear at meetings of the membership and the Board.

9.6 Right to Furnish Information. Any Owner and mortgagee of an Owner may request information from the Association associated with that Owner's Lot.

9.7 Inapplicability of Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey that Owner's Lot shall not be subject to any right of first refusal or similar restriction. No "right of first refusal" contained in the Project Documents shall impair the rights of the first mortgagee to: (a) foreclose or take title to a Lot pursuant to the remedies provided in the mortgage; or (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (c) sell or lease a Lot acquired by the mortgagee.

9.8 First Mortgagee Assessment Liability. Any first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such Lot's unpaid assessments of individual charges that accrue prior to the acquisition of title to such Lot by the mortgagee.

9.9 Taxes. First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Improvements, if any are severable from the Lots, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of all first mortgagees of Lots duly executed by the Association, and Declarant shall possess an original or certified copy of such agreement.

9.10 Maintenance Reserves. Association assessments or charges shall include an adequate reserve fund for maintenance, repairs, and replacement of those elements of the Common Improvements which must be replaced on a periodic basis and shall be generally funded through regular assessments rather than through special assessments.

9.11 Notice of Default. A first mortgagee, upon request, shall be entitled to written notification from the Association of any default in the performance by the affected Lot Owner of any obligation under the Project Documents that is not cured within sixty (60) days.

9.12 Conflicts. In the event of a conflict between any of the provisions of the Article IX and any other provisions of this Declaration, the provisions of this Article IX shall control.

ARTICLE X. ARCHITECTURAL CONTROL

10.1 Approval of Alteration and Improvements.

A. General Limitation. Subject to the exceptions described at Section 10.1.B, no Improvements may be constructed, painted, or changed on any portion of the Project without prior written approval of the Board acting as an architectural control committee ("Committee").

B. Notwithstanding Section 10.1.A., no Board approval shall be required for: (i) initial improvements constructed by, at the direction of, or with the approval of Declarant, (ii) normal maintenance of exempt or previously approved improvements; (iv) changes to the interior of an exempt or previously approved Structure; (v) work reasonably required to be performed in an emergency for the purpose of protecting any person or property damage.

10.2 Architectural Control Committee.

A. Organization. The Committee shall be composed of all members of the Board.

B. Operation. The Committee shall meet from time to time as necessary to properly perform its duties hereunder. The requirements for valid Committee

meetings and action shall be the same as that which is required for valid Board meetings and action as provided in the Bylaws. The Committee shall keep and maintain a record of all actions from time to time taken by the Committee at meetings or otherwise, and shall maintain files of all documents submitted to it. Unless authorized by the Association, the members of the Committee shall not receive any compensation for services rendered. All members of the Committee shall be entitled to reimbursement by the Association for reasonable expenses incurred by them in connection with the performance of their duties.

C. Duties. The Committee may adopt architectural control guidelines ("guidelines") as provided in Section 10.3 and shall perform other duties imposed upon it by the Project Documents.

The address of the Committee shall be the principal office of the Association as designated by the Board. Unless otherwise indicated by the Committee, such address shall be the place for the submittal of plans and specifications and the place where current copies of the guidelines shall be kept.

10.3 Architectural Standards, Guidelines.

A. Committee Guidelines. The Board may, from time to time, amend the architectural guidelines prospectively if approved by the majority of the Board members. Said guidelines shall interpret and implement the provisions of this Article X by setting forth more specific standards and procedures for Committee review. All guidelines shall be in compliance with all applicable laws and regulations of any governmental entity having jurisdiction over improvements on the Project, shall incorporate high standards of architectural design and construction engineering, shall be in compliance with the minimum standards of Section 10.3.B and otherwise shall be in conformity with the purpose and provisions of the Project Documents.

A copy of the current guidelines shall be available for inspection and copying by any Member at any reasonable time during business hours of the Association.

B. On-Site Construction Standards. The following on-site construction standards shall apply to any Improvements constructed, altered, repaired, moved, wrecked, demolished, excavated, planted, painted or installed on the Project or any portion thereof:

(1) All Improvements shall be constructed, painted and changed in compliance with the relevant provisions (including proper amendments thereto) of governing agencies and, additional, Ukiah City Code Sections 9135-9139—as determined by Declarant or the Association or the Committee before annexation by the City of the Development Property and, upon annexation, by the City.

(2) All Improvements shall be constructed, painted, and changed in compliance with the applicable zoning laws, building codes, subdivision restrictions, and all other laws, ordinances, and regulations applicable to Project Improvements.

(3) All Structures within any Lot shall be located within the building setbacks as required by applicable zoning laws and in accordance with Ukiah City Code Sections 9135-9139—as determined by Declarant or the Association or the Committee before annexation by the City of the Development Property and, upon annexation, by the City.

(4) All such structures shall be located so as to bear an overall relation to the adjacent properties and so as to create an aesthetically pleasing overall appearance.

(5) All Lots shall be landscaped in the front of the residence with a combination of trees, shrubs, ground cover, lawn, natural vegetation, or limited decorative rock, bark, and similar material. Berms may be utilized so long as they do not disrupt proper drainage within the Project. Landscaping shall be designed so as to complement and harmonize with the natural terrain and vegetation, shall be consistent with generally accepted, customary and conventional landscape designs, and shall take into consideration the visual impacts of all construction undertaken on the Lot. Stone, gravel, concrete, and similar materials shall be used for complementary and supplementary purposes and no Lot or building pad area shall be covered in its entirety or substantial entirety with such material

(6) All exterior and decorative lighting shall be, whenever possible, placed in such a manner that the source of the light is not visible to adjacent portions of the Project. Colored landscape lighting is prohibited. All solar collection devices shall be integrated aesthetically and screened as much as possible from adjacent portions of the Project.

(7) All fences, including the location, style, material, color, height and function thereof, shall be subject to the written approval of the Committee prior to the installation thereof. The Committee shall consider the topography of the land and the maintenance of its use before granting or denying approval. Chain link fences shall be permitted only when there is sufficient landscaping to effectively screen said fence and then only if no other fencing alternative is economically available. The Lot Owner shall maintain the fences erected in good condition and repair. If the Owner fails or refuses to keep the Owner's fences in good repair and condition, the Association shall have the right, after notice, to enter upon said Lot and perform such work as may be necessary to fulfill the requirements of this section, charging the cost thereof to the Lot Owner.

(8) In reviewing proposed Improvements for approval, the Committee shall consider at least the following:

- a. Does the proposed Improvement conform to the purposes and provision of the Project Documents?
- b. Is the proposed Improvement of a quality of workmanship and materials comparable to other improvements that are proposed or existing on the Project?

- c. Is the proposed Improvement of a design and character harmonious with proposed or existing Improvements and with the natural topography in the immediate vicinity?
- d. Will the proposed Improvement unreasonably interfere with or otherwise impair the view or solar access or other portions of the Project?

C. Basic Structural Requirements.

(1) Type and Character Design. Exterior design in each case shall be compatible with the overall atmosphere of the Project and shall be subject to approval by the Committee, in its sole discretion. Decisions of the Committee shall be final.

(2) Building Exteriors. All building exteriors and roofs, including textures, materials, and painting/staining, must be set forth in the plans and specifications submitted to the Committee and approved in writing by the Committee prior to construction. All exterior wood siding shall be natural, painted, or stained, consistent with the overall appearance of the Project unless otherwise approved by the Committee. Any proposed paint/stain samples shall be submitted with the plans and specifications. Careful consideration of the adjacent and surrounding property, as well as the overall community appearance, will be the basis for approval or denial of such painting/staining schemes.

(3) Size Requirements. No residence shall be erected on a Lot having a total floor area of the main structure being less than 3,000 square feet. Said total floor area measure is exclusive of open porches, garages, patios, exterior stairwells, accessory dwelling units, and landings. If compliance with Ukiah City Code Sections 9135-9139 renders the provisions of this sub-division C.(3) unreasonable in application, the Association may approve a variance of this provision as it deems reasonably appropriate.

(4) New Material Only and New Structures Only. No second hand materials shall be used in the construction of any buildings or Structures other than as frame material, without the prior written approval of the Committee, and all building and fences that are of frame construction shall be painted/stained with at least two coats upon completion. No buildings of any kind shall be moved from any other place to any of the Lots, or from one Lot to another without the prior written consent of the Committee.

(5) Height Limitations. No building shall be a greater height than that permitted under the zoning ordinances and building codes of the County of Mendocino or City of Ukiah, as applicable. No building shall have a finished floor height greater than 3 feet higher than the highest point on the Lot.

(6) Roof Design, Pitch and Materials. Not less than three and one-half and no more than twelve pitch roofs for residential structures shall be used. No flat roofs or rock roofs shall be permitted except where the design concept in the opinion of the Committee is not detrimental to the environmental character of the adjacent property or the community. Only fire retardant roofing material shall be used and shall otherwise meet all requirements set by the governing agencies. The Committee shall, prior to construction, approve the quality and variety of the material.

(7) Concrete Work. All front yard concrete work shall be seated with rock unless, in the opinion of the Architectural Control Committee, such seating would serve no useful purpose.

(8) Fire Sprinkler System. Each structure on any Lot shall be equipped with a fire sprinkler system approved by the County of Mendocino or City of Ukiah, as applicable.

(9) No Modular Home. No modular or manufactured homes shall be permitted.

10.4. Committee Approval Process.

A. Approval Process. Any person proposing to construct, paint, stain, or change any Improvement on the Project that requires the prior approval of the Committee shall apply to the Committee in writing for approval of the work to be performed and the time scheduled for performing such work. The Committee may charge an applicant a reasonable fee for application review.

In the event additional plans and specifications for the work are required by the Committee, the applicant shall be notified of such requirements within thirty (30) days of receipt by the Committee of the initial application or the application shall be deemed sufficiently submitted as of that date. If timely notified, the applicant shall submit additional plans and specifications for the proposed work in the form and content reasonable required by the Committee and the application shall not be deemed sufficiently submitted until that date. Such plans and specifications may include, but shall not be limited to, depictions of the nature, kind, shape, color, size, materials and location of any Structures, plants, trees, shrubs, and other proposed landscaping or Improvements.

B. Review and Approval. Upon sufficient submission of an application for Committee review, the Committee shall proceed expeditiously to review all of the documents to determine whether the proposed work is in compliance with the provisions and purposes of the Project Documents and all guidelines of the Committee in effect at the time the documents are submitted. In the event the Committee fails to approve an application, it shall notify the applicant in writing of the specific matter to which it objects. In the event the Committee fails to notify the applicant of the action taken by the Committee within thirty (30) days after sufficient submission of the application, the application shall be deemed

approved. The Committee, as a permanent record, shall retain one set of plans as finally approved.

C. Commencement, Completion or Approved Work. After obtaining Committee approval of any Improvements, all plans for construction requiring a permit by the County of Mendocino and/or City of Ukiah, as applicable, shall be submitted to the appropriate agency together with the required fees. Upon receipt of the approval of the Committee and issuance of a building permit by the applicable governing agency(ies), the applicant shall proceed to have the work commenced and diligently and continuously pursued to completion in substantial compliance with the approval of the Committee and the governing agency(ies), including all conditions imposed by them. The approval of the Committee shall be effective for a period of six (6) months after the date of the approval, subject to the right of the Committee to provide for a shorter or longer period upon showing of good cause. In the event the approved work is not commenced within the effective period of the approval, then the applicant, before commencing any work, shall be required to resubmit an application for the approval of the Committee.

All approved work shall be completed within six (6) months after the date of commencement, or such other reasonable period specified by the Committee at the time of approval, with the period of time subject to extension by the number of days that work is delayed by cause not under the control of the applicant or the applicant's contractor or as otherwise extended by the Committee. Upon completion of approved work, the applicant shall give written notice thereof to the Committee.

If, for any reason, the Committee fails to notify the applicant of any noncompliance within sixty (60) days after receipt of said notice of completion from the applicant, the Improvement shall be deemed to be completed in accordance with the approved plans.

D. Inspection, Non-Compliance. The Committee, or any authorized representative, shall have the right at any reasonable time, after reasonable notice to the Owner thereof, to enter upon any portion of the Project for the purpose of determining whether or not any work is being performed or was performed in compliance with the Project Documents and the approved plans.

If at any time the Committee determines that work is not being performed or is based on a failure to apply for or obtain approval, a failure to comply with approval, a failure to timely commence or complete approved work, or otherwise, the Committee shall notify the Owner in writing of such noncompliance within a reasonable period.

In the event the Owner fails to remedy such non-compliance within the specified period, the Board shall, subject to the notice and hearing requirements of Section 7.2.A (2), have the duty and right to remedy the non-compliance in any appropriate manner permitted by the Project Documents or otherwise permitted by law, or in equity, including but not limited to removing the non-complying

improvements, correcting the non-complying improvement, or completing the non-compliance or non-completion on the property, as appropriate. The Owner shall have the obligation to reimburse the Association for any costs incurred in enforcing these provisions (including attorney's fees, court costs, expert fees, and all other expenses incurred in relation thereto) and if the Association is not reimbursed upon demand, the Board shall have the right to individually charge the cost thereof to such Owner.

10.5 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Committee by any Owner or mortgagee, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Board), the Committee shall execute and deliver in recordable form, if requested, an estoppel certificate executed by any two of its members, certifying, with respect to any Lot of said Owner or mortgagee, that as of the date thereof, either (i) all Improvements made and other work done upon or within said Lot comply with the Project documents, or (ii) such work or improvements do not so comply in which event the certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Such statements shall be binding upon the Association and Committee in favor of any person who may rely thereon in good faith.

10.6 Liability. Neither the Declarant, the Committee, the Board, nor any member thereof shall be liable to the Association, to any Owner, or to any third party for any damages, loss, or prejudices suffered or claimed on account of (i) the approval or disapproval of any plans, drawings and specifications, whether or not effective, (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (iii) the development of any property within the Project, (iv) the execution and the filing of an estoppel certificate pursuant to Section 10.5, or (v) the execution and filing of a notice of non-compliance or non-completion pursuant to Section 10.4.D, whether or not the facts therein are correct, if the Declarant, the Board, the Committee or such member has acted in good faith on the basis of such information as may be possessed by them. Specifically, but not by way of limitation, it is understood that plans and specifications are not approved for engineering design or for compliance with governing agency standards and regulations and, by approving such plans and specifications, neither the Committee, the members thereof, the Association, the members, the Board, nor the Declarant assume liability or responsibility, and shall have no liability, for any defect, error, or non-compliance, however characterized, in the plans and specifications or in any Structure constructed from such plans and specifications.

ARTICLES XI. GENERAL PROVISIONS

11.1 Limitations or Restrictions. Declarant is undertaking the work of developing Lots for sale and incidental improvements within the Project. The completion of that work and the sale, rental or other disposal of said Lots is essential to the establishment and welfare of said property as a residential development. In order

that said work may be completed and said Project be established fully occupied as rapidly as possible, nothing in this Declaration shall be understood or construed during the period of time during which the Declarant has an interest in the property or eighteen (18) months from the date of the conveyance of the first Lot by Declarants, whichever is earlier, to:

A. Prevent Declarant, its contractors, or subcontractors from obtaining reasonable access over and across the Common Improvements of the Project or from doing within any Lot or any portion of the Project, including property annexed thereto, whatever is reasonably necessary or advisable in connection with the completion of said work; or

B. Prevent Declarant or its contractors or its representatives from erecting, constructing, and maintaining on any part or parts of the Project, including property annexed thereto, such structures as may be reasonably necessary for the conduct of its business and disposing of parcels by sale, lease, or otherwise; or

C. Prevent Declarant from conducting on any part of the Project, including property annexed thereto, its business, of establishing said Project as a private, gated, community of up to 7 residential Lots within the Development Property, and of disposing of the Lots by sale, lease, or otherwise; or

D. Prevent Declarant from maintaining such signs within the Project, including property annexed thereto, as may be necessary for the sale, lease, or other disposition of the Lots therein; or property annexed thereto, as may be necessary for the sale, lease, or other disposition of the Lots therein; or

E. Prevent Declarant from maintaining model dwellings, sales offices, storage facilities, or such related facilities in any Lot within the Project necessary or reasonable in the opinion of Declarant for sale or disposition of the Lots; or,

11.2 Annexation. The Development Property is, as described above, subject to annexation by the City of Ukiah. Annexation otherwise of real property to the existing Project may be made by the Association upon the vote or written assent of not less than sixty-six and two-thirds percent (66-2/3%) of the total votes residing in members.

11.3 Notices. Notices provided for in the Project Documents shall be in writing and shall be deemed sufficiently given when delivered personally or forty-eight (48) hours after deposit in the United States mail, postage prepaid, addressed to an Owner at the last address such Owner designated to the Association for delivery of notices, or in the event of no such designation, at such Owner's last known address, or if there be none, at the address of the Owner's Lot. Notices to the Association shall be addressed to the address designated by the Association on written notice to all Owners.

11.4 Notice of Transfer. No later than five (5) days after the sale or transfer of any Lot whereby the transferee becomes the Owner thereof, the transferee shall notify the Association in writing of such sale or transfer. Such notice shall set forth: (i) the Lot involved; (ii) the date of sale. Unless and until such notice is given the Association shall not be required to recognize the transferee for any purpose, and any action taken by the transferor as an Owner may be recognized by the Association. Prior to receipt of any such notification by the Association, all communications required or permitted to be given by the Association shall be deemed duly given and made to the transferee if duly and timely made and given to such transferee's transferor.

11.5 Headings. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

11.6 Severability. The provisions of this Declaration shall be deemed independent and severable, and invalidity or partial invalidity or unenforceability of any provision or provisions shall not invalidate any other provisions.

11.7 Exhibits. All exhibits referred to are incorporated herein by such reference.

11.8 Easements Reserved and Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in a deed to any Lot. Neither this provision nor anything in this Declaration shall be deemed to provide the exclusive manner in which the reservation or grant of easements, or both, may derive or exist.

11.9 Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of any Owner.

11.10 Delivery of Project Documents to Transferee. Prior to the transfer of title to a Lot, the transferor (and if the City is the transferor of record, the Declarant) shall provide to the prospective transferee a copy of the Project Documents and such other documents and information as are required by law.

11.11 Termination of Declaration. This Declaration shall run with the land and shall continue in full force and effect for a period of fifty (50) years from the date on which this Declaration is executed. After that time, this Declaration and all its covenants and other provisions shall be automatically extended for successive ten (10) year periods unless this Declaration is revoked by an instrument executed by Owners of not less than sixty-six and 2/3 percent (66 2/3%) of Lots in the Project, and recorded in the office of the county recorder within one (1) year prior to the end of said fifty-year period or any succeeding ten-year period.

ARTICLE XII. AMENDMENT

12.1 Amendment Prior to First Conveyance. Until the first conveyance of a Lot in the Project, Declarant shall have the right to amend this Declaration. A conveyance of a Lot or any portion of the Development Property to the City shall not be deemed a conveyance under this provision.

12.2 Amendments After First Conveyance. Subject to Section 12.1, after the first conveyance of a Lot in the Project, this Declaration shall be amended upon the vote or written assent of a majority of the total voting power of the Association. A conveyance of a Lot or any portion of the Development Property to the City shall not be deemed a conveyance under this provision.

12.3 Amendment Instrument. An amendment shall become effective when it has received the required approvals and the Declarant—or once formed the secretary of the Association—has executed, acknowledged and recorded in the office of the county recorder, an instrument expressing the amendment and certifying that the required approvals were received.

12.4 Revocation. The right and power to amend the Project Documents shall include the right and power to revoke them, except that any amendment of the Exchange & Development Agreement and Access Agreement shall comply with the provision for amendment found in said agreements.

[Signature page follows]

EXHIBIT A

EXHIBIT "C1"

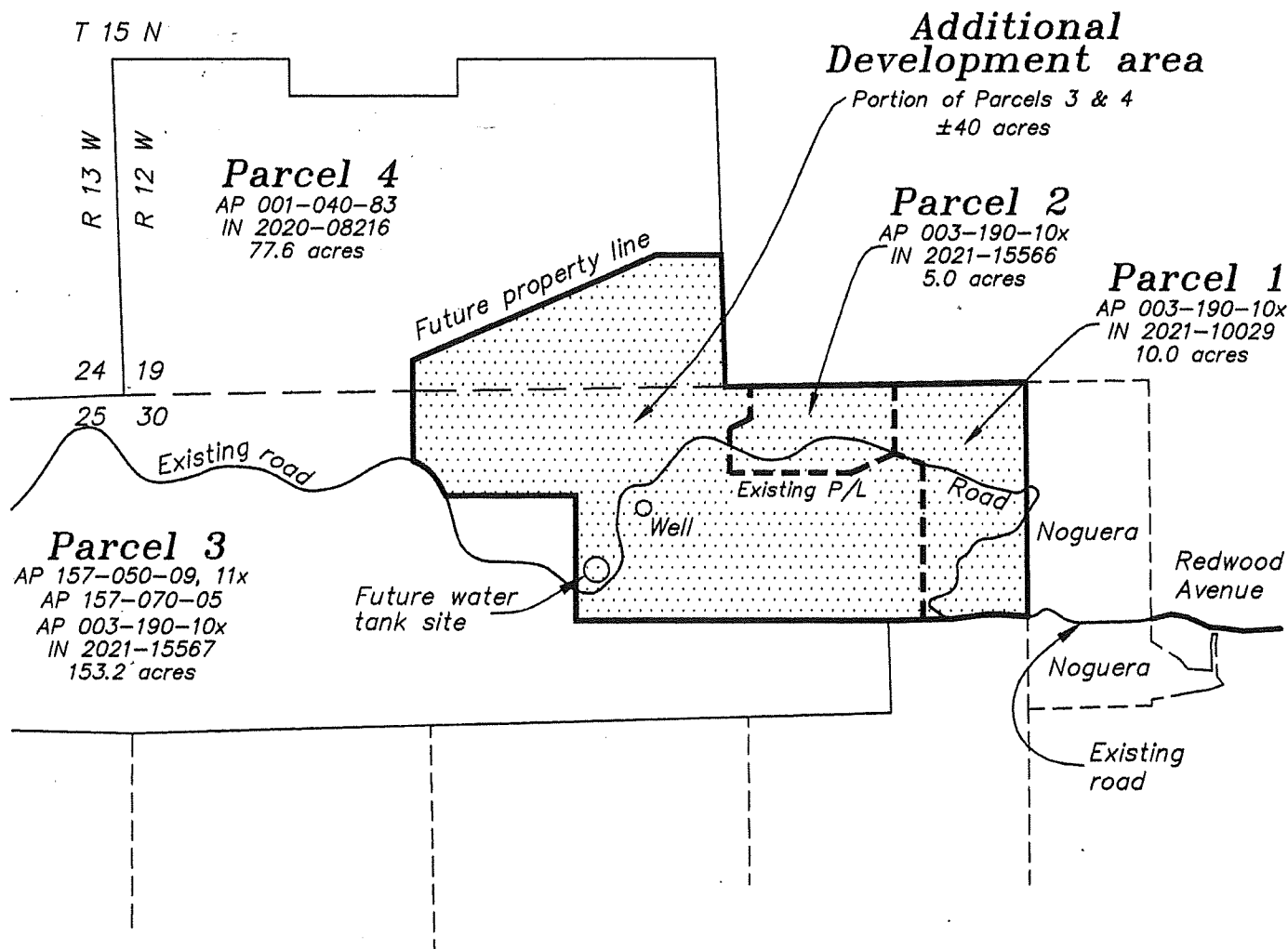
(Hull and D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, Mount Diablo Meridian described as follows:

1. All of that property described in Instrument Number 2021-10029, Mendocino County Records, labeled as Parcel 1 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
2. All of that property described in Instrument Number 2021-15566, Mendocino County Records, labeled as Parcel 2 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
3. An approximate 40 acre area lying within the properties described in Instrument Numbers 2020-08216 and 2021-15567, Mendocino County Records, labeled as Parcels 3 and 4 on the attached Exhibit "C2". (Owned by Hull and D&J Investments, portion of AP 001-040-83, portion of AP 003-190-10 and portion of AP 157-070-05). This area is shown on the attached Exhibit "C2", labeled Additional Residential Development Area.

Exhibit "C2"



Note:

Shaded area = Residential Development Area
(aka Hull Residential Parcels)

**Residential
Development Area**
Redwood Avenue, Ukiah
Jan 10, 2022 -- Scale: 1"=700'



EXHIBIT B

EXHIBIT B
(Hull, D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, and within Sections 25 and 26, Township 15 North, Range 13 West, Mount Diablo Meridian, described in the following nine instruments:

1. Instrument No. 2021-10029, Mendocino County Records, D&J Investments, LLC
2. Instrument No. 2021-15566, Mendocino County Records, D&J Investments, LLC
3. Instrument No. 2021-15567, Mendocino County Records, D&J Investments, LLC
4. Instrument No. 2020-08216, Mendocino County Records, Hull
5. Instrument No. 2021-10034, Mendocino County Records, D&J Investments, LLC
6. Instrument No. 2021-10033, Mendocino County Records, D&J Investments, LLC
7. Instrument No. 2021-10032, Mendocino County Records, D&J Investments, LLC
8. Instrument No. 2021-10031, Mendocino County Records, D&J Investments, LLC
9. Instrument No. 2020-18046, Mendocino County Records, Hull, EXCEPTING
THEREFROM all that portion land described in Instrument No. 2020-18046 that
was granted from Hull to the City of Ukiah by way of Instrument No. 2020-18047.

EXHIBIT B

EXHIBIT C

After recording mail to:

City of Ukiah, a general law municipal corporation
300 Seminary Ave.
Ukiah, CA 95482

CONFORMED COPY

Copy of Document Recorded on
03/03/2021 09:23:58 AM
as 2021-03351
Mendocino County Clerk-Recorder

Order No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
DOCUMENT TITLE

This document is being re-recorded to Correct the spelling of the Grantor's name;
Grant Deed originally recorded December 31, 2020 as
Document number: 2020-18047, Mendocino County Records.

RECORDING REQUESTED BY:
Redwood Empire Title Company of Mendocino
County

**Mail Tax Statements and
When Recorded Mail Document To:**
City of Ukiah, a general law municipal corporation
300 Seminary Avenue
Ukiah, CA 95482

2020-18047
Recorded at the request of:
REDWOOD EMPIRE TITLE
12/31/2020 09:37 AM
Fee: \$0 Pgs: 1 of 5
OFFICIAL RECORDS
Katrina Bartolome - Clerk-Recorder
Mendocino County, CA



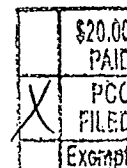
Escrow No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s) Documentary Transfer Tax stamps in the sum of -0- NO RECORDING FEE
PURSUANT TO RTC-11922

- ☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☒ Unincorporated area: of



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

David

~~David~~ J. Hull, a married man, as his sole and separate property

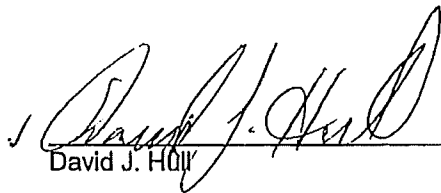
hereby GRANT(S) to

City of Ukiah, a general law municipal corporation

the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

Dated: December 15, 2020


David J. Hull

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

State of California

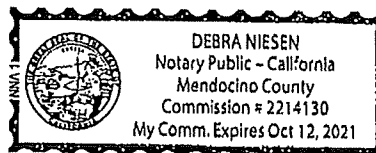
County of Mendocino
On Dec. 30, 2020 before me,
Debra Niesen, Notary Public,
personally appeared David J. Hull

David J. Hull 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 Debra Niesen (Seal)
Debra Niesen



Escrow No.: 20203118DN
Title Order No.:

EXHIBIT A

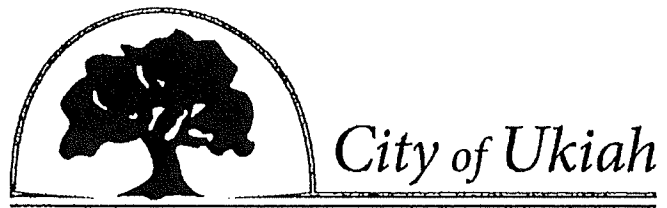
THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Lots 3, 6, 7 and 8 and the west half of Lots 4 and 5, all in Section 25, Township 15 North, Range 13 West, M.D.M.

Excepting therefrom all the coal and other minerals reserved by the United States in the Patents recorded March 15, 1945 in Book 182 of Official Records, Page 212, and recorded April 10, 1949 in Book 258 of Official Records, Page 273, Mendocino County Records.

A.P.N.: 157-050-03-05, 157-060-03-05

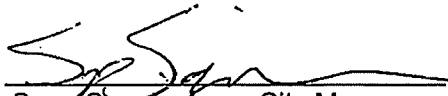
Pursuant to Certificate of Compliance recorded December 22, 2020 as 2020-17564 of Official Records.



CERTIFICATE OF ACCEPTANCE

This certifies that the interest in real property conveyed by the Grant Deed, dated December, 15, 2020, from David J. Hull to the City of Ukiah, a general law municipal corporation, is hereby accepted by order of the undersigned officer on behalf of the City of Ukiah pursuant to authority conferred by resolution of the City Council of the City of Ukiah adopted on February 1, 1961, and the Grantee consents to recordation thereof by its duly authorized officer.

By:


Sage Sangracomo, City Manager

APN 156-060-03

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

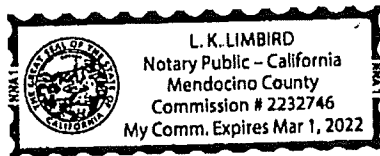
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Mendocino)
 On December 15, 2020 before me, L. K. Limbird,
 Date Here Insert Name and Title of the Officer
 personally appeared Sage Lee Sangiacomo
 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 L. K. Limbird
 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

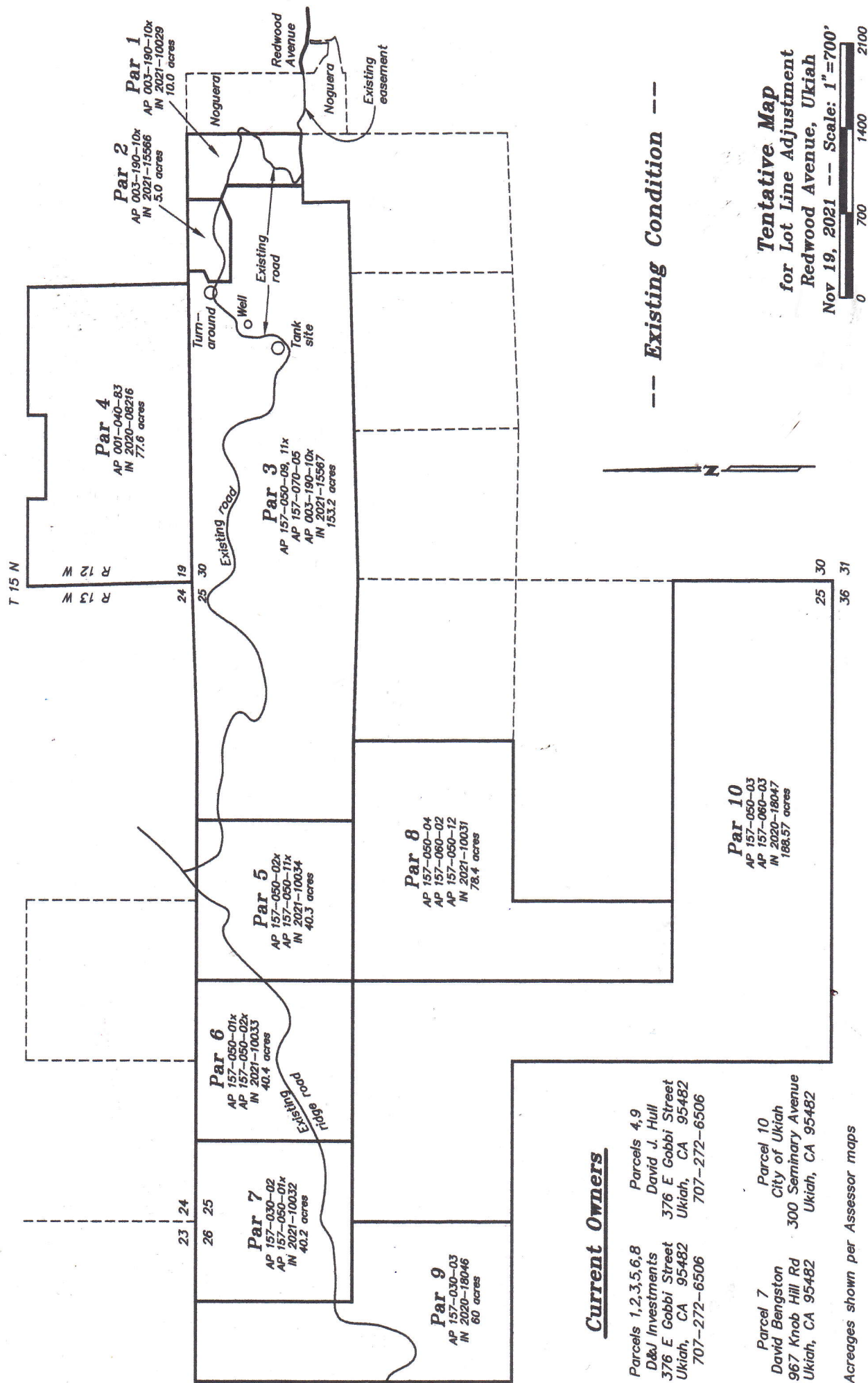
Title or Type of Document: Certificate of Acceptance
 Document Date: December 15, 2020 Number of Pages: 1
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sage Lee Sangiacomo
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☒ Other: City Manager
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT D



Current Owners

Parcels 1,2,3,5,6,8
D&J Investments
376 E Gobbi Street
Ukiah, CA 95482
707-272-6506

Parcels 4,9
David J. Hull
376 E Gobbi Street
Ukiah, CA 95482
707-272-6506

Parcel 7
David Bengston
967 Knob Hill Rd
Ukiah, CA 95482

Parcel 10
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Acreages shown per Assessor maps

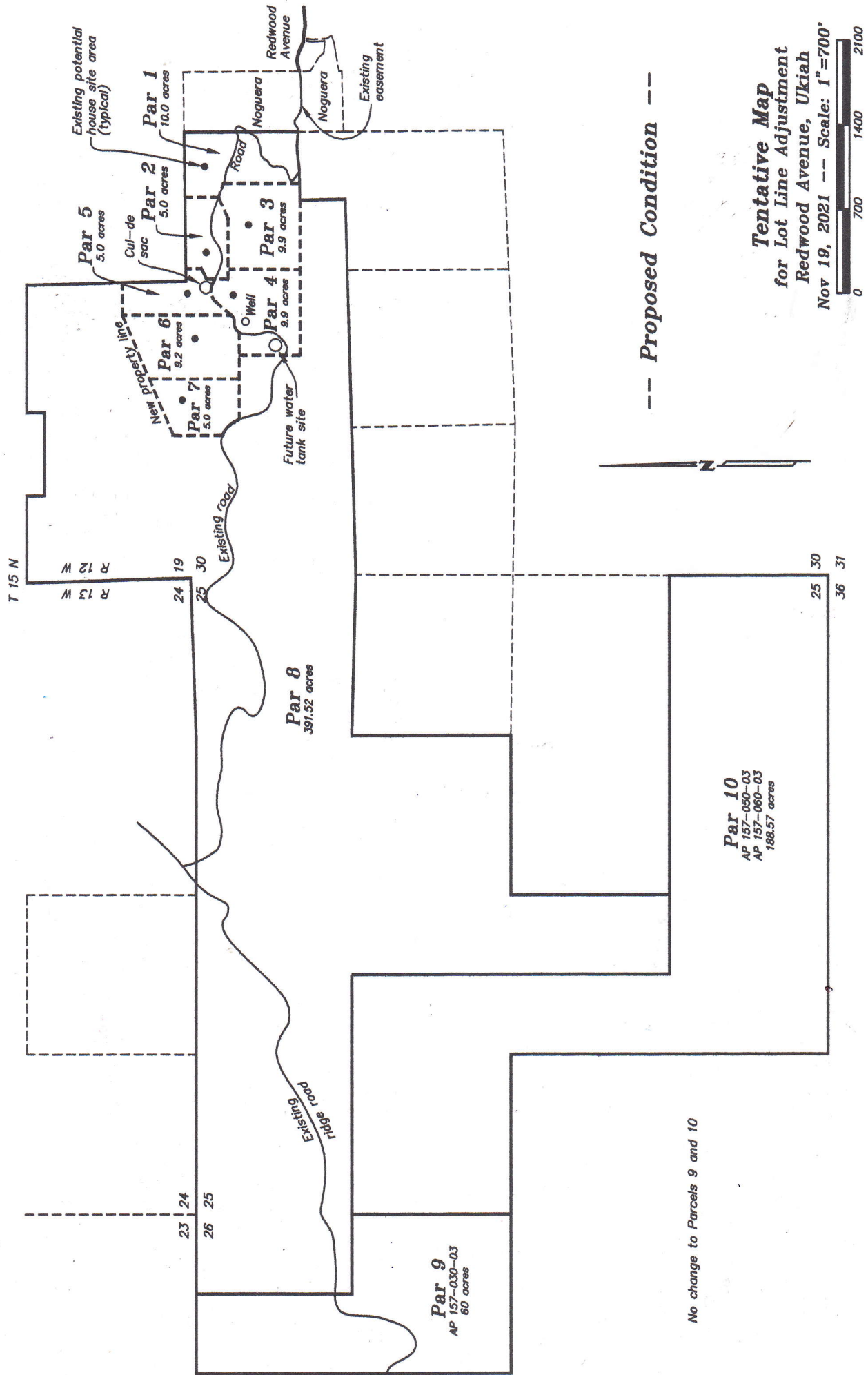
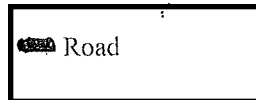


EXHIBIT E

Exhibit "B" (Noguera)

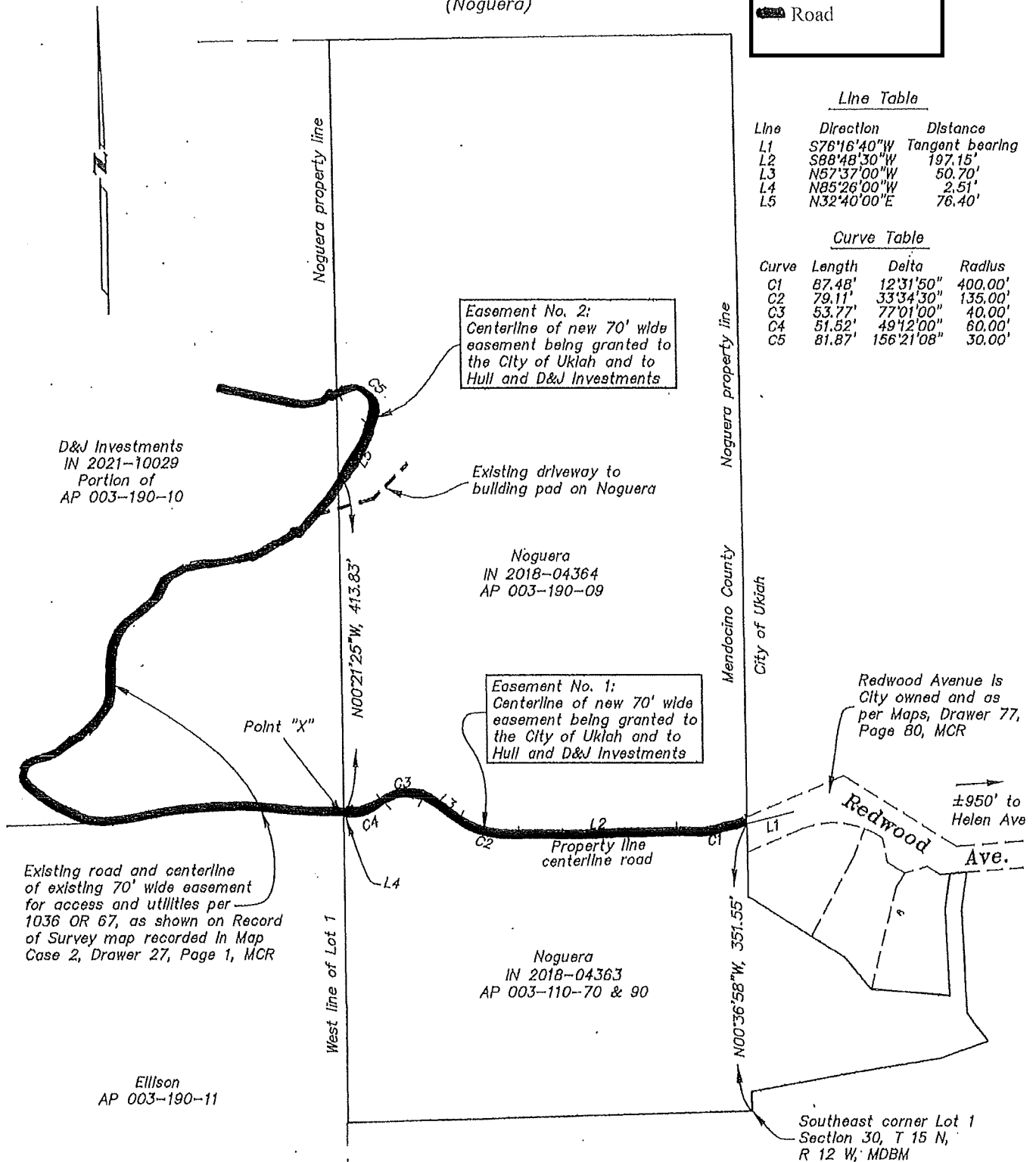


Line Table

Line	Direction	Distance
L1	S76°16'40"W	Tangent bearing
L2	S88°48'30"W	197.15'
L3	N57°37'00"W	50.70'
L4	N85°26'00"W	2.51'
L5	N32°40'00"E	76.40'

Curve Table

Curve	Length	Delta	Radius
C1	87.48'	12°31'50"	400.00'
C2	79.11'	33°34'30"	135.00'
C3	53.77'	77°01'00"	40.00'
C4	51.52'	49°12'00"	60.00'
C5	81.87'	156°21'08"	30.00'



IN = Instrument Number,
Mendocino County Records

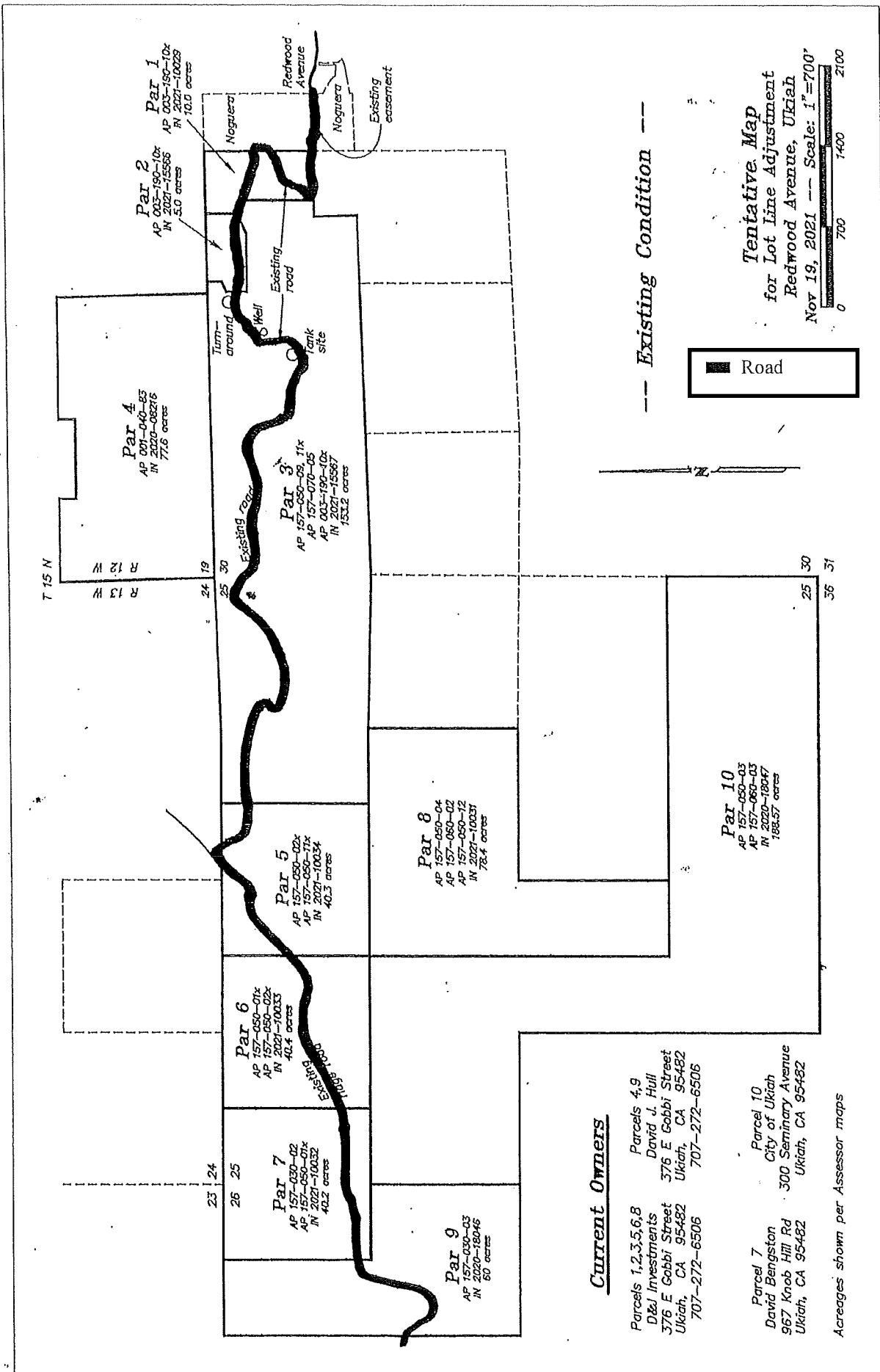
AP = Assessor Parcel

Plat Map

Redwood Avenue, Ukiah

Dec 21, 2021 -- Scale: 1"=160'





Current Owners

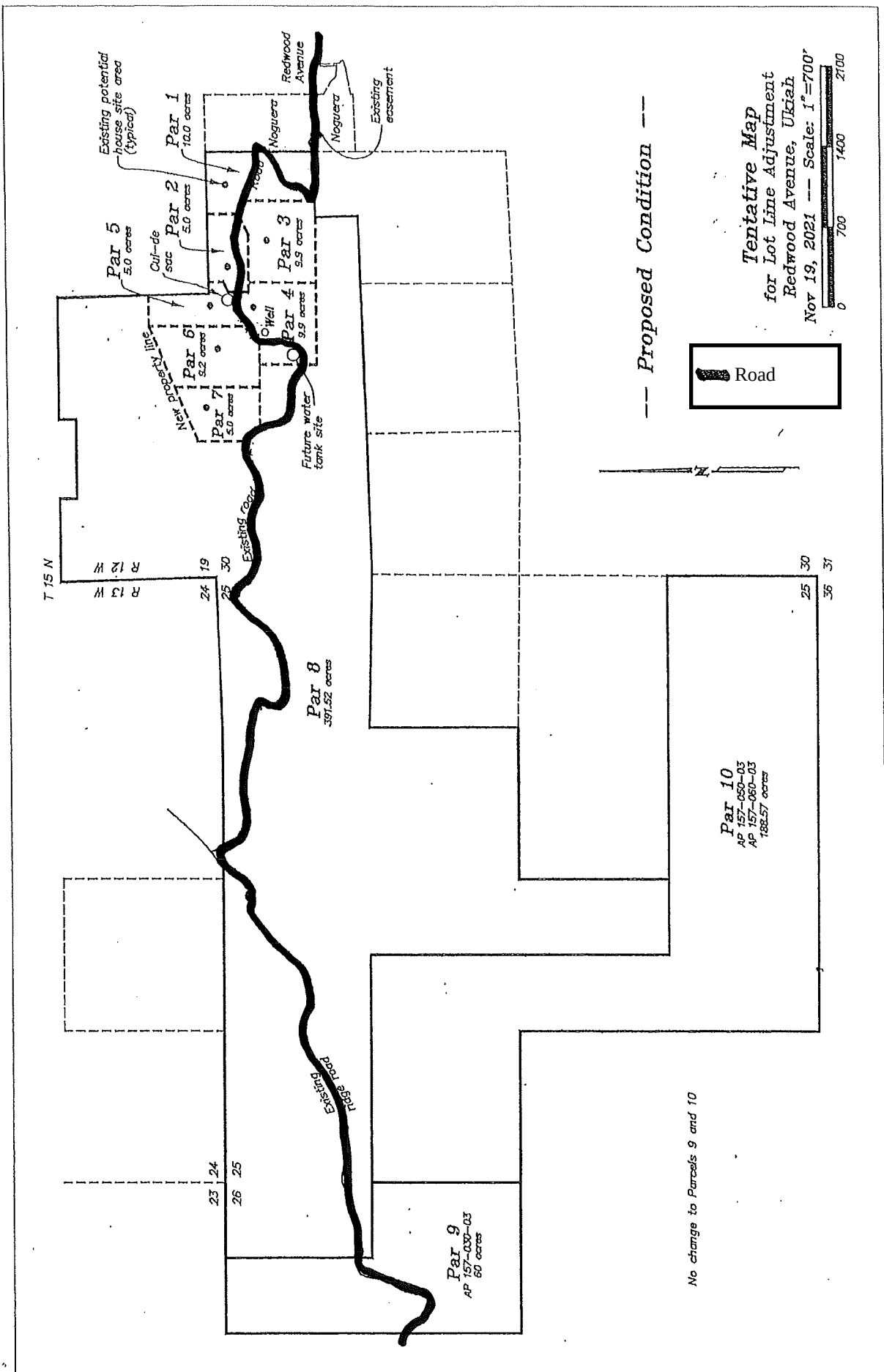
Parcels 1,2,3,5,6,8
D&J Investments
376 E Gobbi Street
Ukiah, CA 95482
707-272-6506

Parcels 4,9
David J. Hull
376 E Gobbi Street
Ukiah, CA 95482
707-272-6506

Parcel 7
David Bengston
967 Knob Hill Rd
Ukiah, CA 95482

Parcel 10
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Acreages shown per Assessor maps



-- Proposed Condition --



Tentative Map
 for Lot Line Adjustment
 Redwood Avenue, Ukiah
 Nov 19, 2021 -- Scale: 1"=700'

No change to Parcels 9 and 10

EXHIBIT F

Exhibit F

FINAL CONDITIONS OF APPROVAL FOR THE UKIAH WESTERN HILLS OPEN LAND ACQUISITION & LIMITED DEVELOPMENT AGREEMENT PROJECT, INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION, AND ORDINANCE FOR PREZONING FILE NO.: 20-5915.

The following Conditions of Approval shall be made a permanent part of the Lot Line Adjustments, Development Agreement, site improvements, prezoning and annexation associated with the Ukiah Western Hills Open Land Acquisition & Limited Development Agreement Project, shall remain in force regardless of property ownership, and shall be implemented in order for this entitlement to remain valid.

Project Summary. The Ukiah Western Hills Open Land Acquisition & Limited Development Project includes the following components: 1) Acquisition and annexation of approximately 707 acres into the City of Ukiah limits; 2) Prezoning the parcels to PF and R1-H (and associated Zoning Map and General Plan Map Amendments upon approval of the annexation application); 3) Sequential Lot Line Adjustments to reconfigure the existing parcels into seven lots ("Development Parcels") for future potential development; 4) Development Agreement between Hull Properties and the City allowing up to one single-family home and one accessory dwelling unit on each Development Parcel (14 units total); and 5) site improvements including extension of utilities, road improvements, and construction of the water tanks.

The Project includes several parcels located within unincorporated Mendocino County within the Ukiah Western Hills referred to as the "Hull Properties" (APNs 001-040-83, 157-070-01, 157-070-02, 003-190-01, 157-050-09, 157-060-02, 157-050-02, 157-050-04, 157-050-01, 157-030-02, 157-030-03, 157-050-11 & 157-050-12); "Noguera Properties" (APNs 003-190-09 & 003-110-90); and the City-owned "Donation Parcel" (APNs 157-050-03, 157-060-003).

The following Conditions of Approval apply to the Project.

City of Ukiah Special Conditions

1. Approval of the Project is contingent upon City Council approval of the Development Agreement, which includes an easement, road access and maintenance agreement.
2. In accordance with LAFCo-adopted procedures, and as required under the Development Agreement, the City will submit its annexation application to the Mendocino County Local Agency Formation (LAFCo), after it acquires title to the Annexation Parcels, and upon City Council approval of the Proposed Project.
3. An application for annexation and prezoning shall be approved by the Mendocino County Local Agency Formation Commission (LAFCo) prior to the prezoning becoming effective. Prezoning will also require a General Plan Map Amendment and Zoning Map Amendment, upon approval of the annexation application.
4. Upon approval of the annexation application, a copy of the final Lot Line Adjustment shall be provided to the City Engineer for final review before recordation. The final map shall conform to the Subdivision Map Act and Division 9, Chapter 1 of the Ukiah Municipal Code, as applicable. A copy of the recorded Lot Line Adjustment shall be submitted to the

Final Conditions of Approval
Western Hills Open Land Acquisition & Limited Development Agreement Project
File No.: 20-5915

Community Development Department prior to submittal of a Use Permit for single family housing within the Development Parcels located within the City's jurisdiction.

5. In accordance with the terms described in the Development Agreement, Hull shall have the option to withdraw the Hull Development Parcels from the City's annexation application, if LAFCo has failed to approve the annexation within one (1) year from the date the Executive Officer of LAFCo accepts the application as complete.
6. The Initial Study and Mitigated Negative Declaration prepared for the Project (SCH No. 2021040428) found that construction and ground disturbing activities associated with the Development Agreement, future residential development, and site improvements could result in direct significant impacts to Air Quality, Biological Resources, Cultural/Tribal Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, Utilities and Service Systems, and Wildfire. However, the mitigation measures identified within the Mitigation Monitoring and Reporting Program (**Attachment A**) shall be implemented as described to reduce potential environmental impacts. These mitigation measures shall apply to all future ground disturbing activities and development (including residential development), as described further in the Mitigation Monitoring Reporting Program.
7. Future residential development of the Development Parcels shall be in accordance with the Hillside Overlay Zoning District regulations contained within UCC Sections 9135-9139. All future development shall require discretionary review and may require additional environmental review. Additional project-specific Conditions of Approval may be required upon review by City departments and applicable agencies.
8. In accordance with the terms described in the Development Agreement, Hull shall retain the right to develop Development Parcels 1-3 prior to annexation. Single-family homes on Development Parcels 1-3 shall be constructed to R1-H standards by including them in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). In addition, the mitigation measures contained within the ISMND for residential development shall also be included in the CC&Rs and implemented for Development Parcels 1-3 if developed prior to annexation.
9. If development of Development Parcels 1-3 occurs after annexation, development shall comply with all R1-H development standards and be subject to discretionary review, in accordance with the City's Hillside Overlay District.
10. The Developer shall obtain regulatory permits, including but not limited to a 401 Water Quality Certification, California Department of Fish and Wildlife Lake and Streambed Alteration Agreement, etc., if work is proposed to the existing culverts, or in and around any watercourses in the future, in accordance with existing regulatory requirements.
11. The water tanks shall be painted green or a similar color to blend into the landscape.
12. An address assignment application shall be submitted to assign addresses to the proposed Development Parcels at the time of development.

City of Ukiah Standard Conditions

13. City Council approval is not effective until the 10-day appeal period applicable to the project has expired without the filing of a timely appeal. If a timely appeal is filed, the project is subject to the outcome of the appeal and shall be revised as necessary to comply

with any modifications, conditions, or requirements that were imposed as part of the appeal.

14. All use, construction and the location thereof, or occupancy, shall conform to the application and to any supporting documents submitted therewith, including any maps, sketches, or plot plans accompanying the application or submitted by applicant in support thereof.
15. Any construction shall comply with the "Standard Specifications" for such type of construction now existing or which may hereafter be promulgated by the Engineering Department of the City of Ukiah; except where higher standards are imposed by law, rule, or regulation or by action of the Planning Commission such standards shall be met.
16. The Applicant shall submit verification of all applicable permits or approvals in compliance with all local, state and federal laws to the Community Development Department prior to issuance of building permits.

Department of Public Works

17. Future residential development and site improvements (including road and access improvements) shall be reviewed by the Department of Public Works to identify site-specific requirements.
18. Construction projects that would disturb more than one acre of land, would be subject to the requirements of General Construction Activity Stormwater Permit (Construction General Permit Order 2009-0009-DWQ, also known as the CGP), which requires operators of such construction sites to implement stormwater controls and develop a Stormwater Pollution Prevention Plan (SWPPP) identifying specific BMPs to be implemented to reduce the amount of sediment and other pollutants associated with construction sites from being discharged in stormwater runoff.
19. Applicable City water and sewer connection fees shall be paid at the time of building permit issuance.
20. All work within the public right-of-way shall be performed by a licensed and properly insured contractor. The contractor shall obtain an encroachment permit for work within this area or otherwise affecting this area. Encroachment permit fee shall be \$45 plus 3% of estimated construction costs.

Electric Utility Department

21. A 10-ft. utility easement for any underground distribution extended into the parcel beyond the existing PUE shall be required. Prior to recordation of the Lot Line Adjustment easements must be surveyed and deeded or defined on the map. Alterations to the 10-ft. utility easement shall be submitted to the COUEUD for approval.
22. Upon individual parcel development, additional easements may be required to provide electric service.
23. Future site improvements shall be submitted to the Electric Utility Department for review and comment. Construction requirements and associated developer costs will be determined to provide electric service.
24. Developer shall incur all costs of project, to include labor, materials, and equipment.

Building Division

25. Submit plans and building permit application. Please submit four complete plan sets, two wet stamped and signed. All Conditions of Approval shall be printed on the first page of the Building Plans.
26. The design and construction of all site alterations shall comply with the current California Building Code, Plumbing Code, Electrical Code, California Mechanical Code, California Fire Code, California Energy Code, Title 24 California Energy Efficiency Standards, California Green Building Standards Code and City of Ukiah Ordinances and Amendments.

Ukiah Valley Fire Authority

27. All access improvements, roadways and residential development shall be reviewed by the Fire Marshall and adhere to all current local, state and federal fire regulations relating to access and safety, including but not limited to: California Building Code, Chapter 7A (Materials and Construction Methods for Exterior Wildfire Exposure, including Wildland Urban Interface regulations); California Residential Code, Section R337 (Materials and Construction Methods for Exterior Wildlife Exposure); California Referenced Standards Code, Chapter 12-7A (Fire Resistive Standards); California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3 (Fire Hazard Reduction Around Buildings and Structures); and California Government Code, Section 51182 (Very High Fire Hazard Severity Zones).

In addition, Public Resources Code Sections 4290 and 4291 contain additional requirements for lands within Very High Fire Severity Zones. These include the following in order to provide defensible space and fire protection for new construction and ensure adequate emergency access: increased property line setbacks for all applicable construction; on-site water storage for fire protection, driveway/roadway types and specifications based on designated usage; all weather driveway/roadway surfaces being engineered for 75,000lb vehicles; maximum slope of 16%; turnout requirements; gate requirements and setbacks, parking standards, fuels reduction regulations, etc.

**UKIAH WESTERN HILLS OPEN LAND & LIMITED DEVELOPMENT AGREEMENT PROJECT
MITIGATION MONITORING REPORTING PROGRAM**

Potential Impact	Mitigation Measure	Implementation Responsibility	Monitoring & Reporting Responsibility	Timing	Date Implemented
Construction and ground disturbing activities could result in short-term impacts to air quality.	AQ-1: Diesel Engines – Stationary and Portable Equipment and Mobile Vehicles: - Any stationary onsite diesel IC engines 50 horsepower or greater (i.e. large power generators or pumps) or any propane or natural gas engines 250 horsepower or greater may require a permit from the District. - Portable diesel powered equipment that may be used during the proposed project are required to be registered with the state Portable Equipment Registration Program (PERP) or obtain permits from the District. - Projects located adjacent to sensitive receptors (schools, child care facilities, health care facilities, senior facilities, businesses, and residences, etc.) during the construction phase of this project have the potential for exposure to diesel particulate. - Heavy duty truck idling and off-road diesel equipment or other diesel engine idling is limited to less than 5 minutes.	Developer	Developer	During construction and ground disturbing activities	
	AQ-2: Grading Projects- During Construction- All grading activities must comply with the following fugitive dust mitigation measures in accordance with District Regulation 1, Rule 1-430: All visibly dry disturbed soil road surfaces shall be watered to minimize fugitive dust emissions.	Developer	Developer	During construction and ground disturbing activities	

	2. All unpaved surfaces, unless otherwise treated with suitable chemicals or oils, shall have a posted speed limit of 10 mph. 3. Earth or other material that has been transported by trucking or earth moving equipment, erosion by water, or other means onto paved streets shall be promptly removed. 4. Asphalt, oil, water, or suitable chemicals shall be applied on materials stockpiles, and other surfaces that can give rise airborne dusts. 5. All earthmoving activities shall cease when sustained winds exceed 15 mph. 6. The operator shall take reasonable precautions to prevent the entry of unauthorized vehicles onto the site during non-work hours. 7. The operator shall keep a daily log of activities to control fugitive dust. 8. For projects greater than one acre or one mile of road not located within a Naturally Occurring Asbestos Area, prior to starting any construction the applicant is required to: 1. Submit a Large Area Grading permit application to the District. 2. Obtain a final determination from the Air Quality Management District as to the need for an Asbestos Dust Mitigation Plan and/or Geologic Survey to comply with CCR sections 93106 and 93105 relating to Naturally Occurring Asbestos. 3. Obtain written verification from the District stating that the project is in compliance with State and Local regulations relating to Naturally Occurring Asbestos. 4. If the project is located within a Naturally Occurring Asbestos Area, additional mitigations shall be required.				
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	AQ-3: Property Development-Prior to starting any construction, the applicant is required to: a. Obtain a Property Development Permit from the District for any open outdoor burning. b. Obtain a Grading Permit, if applicable. c. Confirm whether the project is in a Naturally Occurring Asbestos Area, and follow additional MCAQMD recommendations, if applicable. d. Consider alternate means of disposal other than open burning, such as cutting the majority of the larger material up as firewood, and chipping smaller material, if feasible to mitigate impacts from open outdoor burning. e. Obtain written verification from the MCAQMD stating that the project is in compliance with State and Local regulations.	Developer	Developer	Prior to construction	
Biological Resources					
Construction and ground disturbing activities could result in impacts to sensitive plant species and sensitive woodland tree habitat	BIO-1: Sensitive Trees. If trees are proposed for removal, preconstruction surveys shall be conducted by a qualified biologist to identify Oregon white oak forest and woodland, as well as California bay forest and woodland habitat; removal of sensitive habitat shall be conducted in accordance with California Department of Fish and Wildlife (CDFW) regulations.	Qualified Biologist	Developer	Prior to ground disturbing activities	
Construction and ground disturbing activities could impact Red-belly newt, and other special status amphibians and their habitat	BIO-2: Sensitive Amphibian Species. A qualified biologist shall survey the area prior to any groundbreaking activities to determine the presence of Red-belly newt, or other sensitive amphibian species, and identify additional avoidance measures, if needed. A qualified biologist shall be on-site for any dewatering event to address the potential for the presence of	Qualified Biologist	Developer	Prior to ground disturbing activities	

	sensitive amphibian species such as foothill yellow-legged frog (<i>Rana boylei</i>).				
Construction, vegetation removal, and ground disturbing activities could impact nesting birds and their habitat	BIO-3: Nesting Birds. Pre-construction surveys shall be conducted prior to any vegetation removal or ground disturbing activities occurring between March 1 and August 31 of any year. All active bird nests shall not be removed, relocated, or otherwise disturbed for any purpose until all fledglings have left the nest.	Qualified Biologist	Developer	Prior to vegetation removal or ground disturbing activities between March 1 and August 31	
Construction and ground disturbing activities could impact special-status insects and their habitat	BIO-4: Special-Status Insects. A qualified biologist shall survey the area prior to any groundbreaking activities to determine the presence of special-status insect species and identify additional avoidance measures if needed. If a special-status insect nests are observed, active nests shall not be removed, relocated, or otherwise disturbed until the nest becomes inactive.	Qualified Biologist	Developer	Prior to ground disturbing activities	
Construction and ground disturbing activities could impact special-status mammals and their habitat	BIO-5: Special-Status Mammals. Pre-construction surveys shall be conducted prior to any vegetation removal or ground disturbing activities. If evidence of bat roosts is observed (i.e. bat guano, ammonia odor, grease stained cavities) around trees or structures, pre-construction bat surveys shall be conducted by a qualified biologist for activities that may affect bat roosting habitat and den sites.	Qualified Biologist	Developer	Prior to ground disturbing activities	
Cultural Resources and Tribal Cultural Resources					

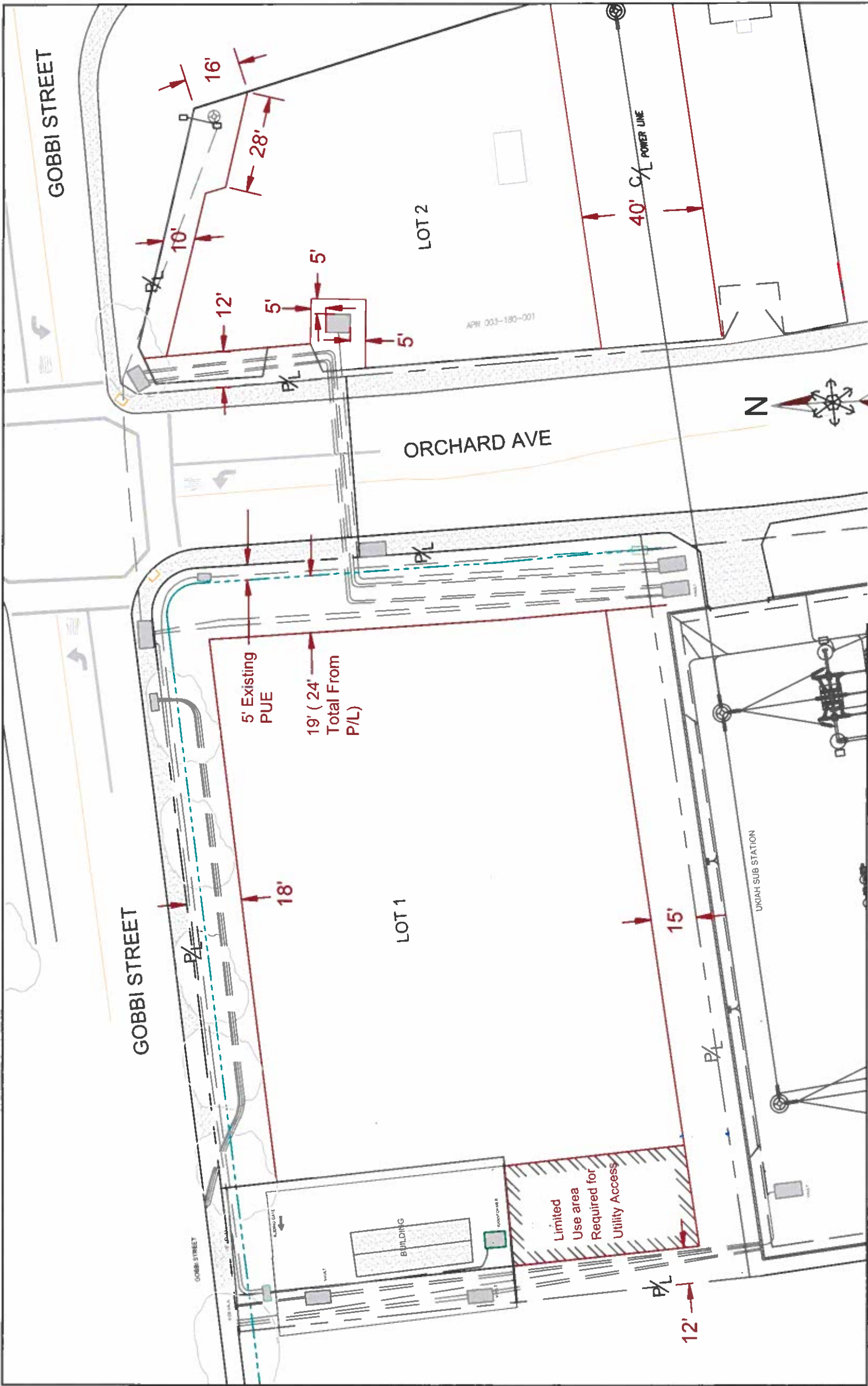
Ground disturbing activities have the potential for accidental discovery of unknown, undiscovered cultural resources and tribal cultural resources	CUL-1: Unanticipated Discovery. If previously unidentified cultural, historic, paleontologic or archeologic resources are encountered during project implementation, altering the materials and their stratigraphic context shall be avoided and work shall halt immediately. A qualified professional archaeologist shall be contacted to evaluate the resource and methods necessary to protect it. Project personnel shall not collect, move, or disturb cultural resources. Prehistoric resources include, but are not limited to, chert or obsidian flakes, projectile points, mortars, pestles, and dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic resources include stone or abode foundations or walls; structures and remains with square nails; and refuse deposits or bottle dumps, often located in old wells or privies.	Qualified archaeologist	Developer	During ground disturbing activities	
Ground disturbing activities have the potential for accidental discovery of unknown Native American remains	CUL-2: Encountering Native American Remains. If human remains are encountered during ground disturbing activities, all work shall stop in the immediate vicinity of the discovered remains and the County Coroner and a qualified archaeologist shall be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American and prehistoric, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and further recommendations regarding treatment of the remains will be provided.	Qualified archaeologist	Developer	During ground disturbing activities	
Geology and Soils					
Ground disturbing activities could result in impacts associated with	Incorporation of Mitigation Measure CUL-1	Qualified archaeologist	Developer	During ground disturbing activities	

erosion, the loss of topsoil and landslides if not properly designed	GEO-1: The Project shall comply with the erosion and design standards outlined in Chapter 7 of the Ukiah City Code. Prior to any ground disturbance, erosion and sediment control plans shall be submitted to the Public Works and Community Development Departments for review and approval. Said plans shall protect against soil erosion and runoff through the implementation of appropriate Best Management Practices (BMPs). Typical BMPs include the placement of straw, mulch, seeding, straw wattles, silt fencing, etc. No silt, sediment or other materials shall be allowed to flow from the project area.	Developer	Developer	Prior to any ground disturbance and throughout construction activities; ongoing as needed to control erosion	
Hazards and Hazardous Materials					
Project construction could result in a hazard to the public or the environment if the incidental use of petroleum hydrocarbons (fuel, oil) in tools used during construction were to lead to accidental leaks or spills in or around the work area	HAZ-1: The developer shall establish and implement construction site management practices that will prevent toxic materials and other debris from entering the City's storm drainage and waterway systems, including: a) There shall be no storage of hazardous materials at the Project Site; b) The developer shall provide adequate materials management, including covering, securing, and segregating potentially toxic materials (grease, oils, fuel, solvents, etc.); and c) The developer shall maintain supplies on-hand to contain spills of oil and any other hazardous materials used on-site.	Developer	Developer	During construction	
Construction of the Project may involve the use of gasoline-powered tools and equipment potentially	HAZ-2: Should portable gasoline-powered equipment be used on site, the following firesafe precautions shall be taken: a) Spark arresters are required on all portable gasoline-powered equipment. b) Equipment shall be maintained in good working condition, with exhaust systems and spark	Developer	Developer	During construction	

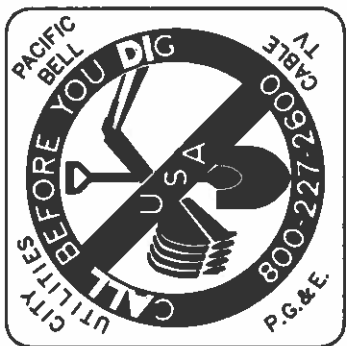
introducing new temporary sources of ignition that could increase fire risk.	arresters in proper working order and free of carbon buildup. c) Fuel the equipment in a safe place where spills can be contained and a fire extinguisher is nearby. Use the recommended gas/oil mixture and do not top off. Use a funnel or spout for pouring. Wipe off any spills. d) Do not refuel running or hot equipment. Dispense fuel at least 10 feet from sources of ignition. e) Do not use equipment in areas of dry vegetation. Keep leaves and dry materials away from a hot muffler. f) No smoking or open flame allowed near gasoline-powered equipment.				
Hydrology and Water Quality					
Ground disturbing activities and construction of the project would result in impervious surfaces that could impact water quality	Implementation of Mitigation Measures GEO-1 and HAZ-1	Developer	Developer	Prior to and during construction; ongoing as needed to control erosion	
Noise					
Ground disturbing activities and construction of the project would result in temporary noise impacts	NOI-1: Prior to building permit or grading permit issuance, the developer shall comply with the following: a. Construction contracts shall specify that all construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other state-required noise attenuation devices. b. Construction haul routes shall be designed to avoid or lessen impacts to noise-sensitive uses	Developer	Developer	Prior to issuance of building or grading permits, and during construction	

	(e.g., residences, schools, convalescent homes), to the extent feasible. c. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers. d. Per the City's Noise Ordinance, construction shall not take place outside of the hours of 7:00 a.m. to 7:00 p.m.				
Utilities and Service Systems					
City sewer, water and electric utilities would be extended to the area which could result in physical impacts to the environment	Implementation of BIO-1 through BIO-5 , and GEO-1 .	See BIO-1 through BIO-5 and GEO-1	See BIO-1 through BIO-5 and GEO-1	See BIO-1 through BIO-5 and GEO-1	
Wildfire					
Construction of the Project may involve the use of gasoline-powered equipment and machinery, potentially introducing new sources of ignition that could increase fire risk	Implementation of Mitigation Measure HAZ-2	Developer	Developer	During construction	

EXHIBIT Q



- LEGEND:**
- Property Line --- P/L ---
 - Easement Line ———
 - Existing PUE - - - - -
 - Existing Under Ground - - - - -
 - No permanent structures // // // // //
 - Electric Vault [Symbol]



City of Ukiah Lots 1 and 2

DATE:	5/05/2021	REV.#:	
DWG BY:	sbozzoli	W/O #:	
APPROVED BY:		PAGE:	1 of 1

Antenna Site License/Lease Agreement

This Standard Antenna Site/Lease Agreement (“Lease”) is entered between “City of Ukiah” (“Lessor”) and Ukiah Wireless Powered by Wi-Fiber (“Lessee”). For good and valuable consideration, the parties hereto agree as follows: This lease agreement is subject to the terms and conditions of the agreement between the Lessee and Lessor.

1) Premises

A fifteen (15) by fifteen (15) foot plot (“Premises”), generally in the location identified in **Exhibits A and C**, to install the equipment and infrastructure as described in **Exhibit B**, for the sole purpose of providing high-speed internet to Ukiah Valley residents. Lessee has the right to install and maintain on the proposed site identified in **Exhibits A and C**, all required hardware and electronics. Equipment will include: data enclosure, power supplies, cabling, charge controller and UPS (uninterrupted power supply) system, any necessary networking equipment and or temporary use of generator during power loss. All equipment installed on the Premises must have prior approval by Lessor and property owner. The communications installation in the proposed site identified in **Exhibits A and C** must be at least twenty (20) feet from the centerline of the existing road to maintain existing access. Lessee shall also have a non-exclusive easement over the existing pathway from Redwood Avenue to the Premises, for access to complete the installation and maintenance of the equipment, but at all times making certain that any gates along the path remain closed and locked.

2) Use

The Premises shall only be used by Lessee for the installation of the equipment needed for the transmission and reception of radio communication signals on various licensed and unlicensed frequencies, to provide residents of the Ukiah Valley with high-speed internet access. The Lessee will follow all federal, state and local regulations, licensing requirements, and laws governing the construction,

establishment, and operation of radio communication signals and transmission and associated infrastructure.

3) Terms

This 5-year term Agreement shall begin on _____ and shall remain in full force and effect until _____, unless sooner terminated as provided herein.

- A. Provided Lessee is not in breach of this agreement, Lessee shall have the right to renew the Lease for additional five (5) year terms at the sole discretion of the Lessor based on the conditions set forth herein. Lessee shall give Lessor written notice of the intent to extend the Lease at least ninety (90) days before the termination of the initial term.
- B. Lessee shall have the right to exclusivity at the Premises as to other wireless internet providers as necessary to prevent any interference in their radio signals from other providers.
- C. Lessee is required to follow all state and federal safety and fire codes to ensure that the risk of fire is minimized during construction and operation of the communications site. Fire avoidance procedures, establishment of fire breaks, and available fire safety equipment must be utilized year around to ensure that the highest standard of fire safety is maintained.
- D. Legal Compliance. Lessee agrees to comply with any and all applicable local, state and federal laws, regulations and standards, including, without limitation, Federal Communication Commission operation permits and licenses.
- E. Lessor is not financially or contractually liable for any events that impact Lessee's ability to access the site or situations that cause a disruption of service to Lessee's customers. Events include but are not limited to

natural disasters, fires, vandalism, adverse weather events and access limitations to site due to unavoidable events.

- F. Lessee agrees to immediately notify Lessor should any hazardous materials from batteries, paints or other liquids spill onto the Premises. Lessee agrees to full financial responsibility for cleanup and disposal of all hazardous materials and must comply with federal and state regulations for hazardous material handling and disposal.

4) Rent

Lessee shall pay \$350 monthly. Rent is due to the Lessor on the first of the month. A ten percent (10%) late penalty will be added if not paid within ten (10) business days.

At the commencement of the second year and each subsequent year thereafter the rent for the Premises will increase by the percentage change in the Consumer Price Index (CPI) during the preceding calendar year (January to December) but not to exceed five percent (5%). CPI means the index for all urban consumers (1982-1984 = 100), U.S. City average, all items, published by the United States Department of Labor, Bureau of Labor Statistics. In the event the CPI is discontinued or otherwise not available, "CPI" shall mean such comparable statistics on the purchasing power of the consumer dollar as is reasonably agreed on between Lessor and Lessee.

5) Improvements, Liability, Utilities, Access

Lessee has the right to erect, maintain, and operate on the Premises radio communications equipment; including, but not limited to, transmitters, receivers, all related equipment, radio transmitting and receiving antennas, and supporting structures thereto as described on **Exhibit B** attached hereto ("Lessee's Facilities"). In connection, Lessee has the right to do all work necessary to prepare and maintain the Premises for Lessee's wireless business operations, including connection of the antennas to the transmitters and receivers. All of Lessee's installation work shall be

performed at Lessee's sole cost and expense and, in a good and workmanlike manner, in accordance with Lessee's specifications. In the event of termination of this Agreement, Lessee shall remove all Lessee's equipment, at Lessee's sole expense, on or before the expiration of the term, and repairs any damage to the Premises caused by such removal to return the Premises to its natural condition. Lessee shall repair all damage caused to the Premises due to Lessee's access to the site.

- A. In the event of a long-term power shortage, Lessee has a right to furnish and operate on the Premises a portable Honda 3000 generator (or comparable generator) to power Lessee's equipment.
- B. Lessor shall provide to Lessee, Lessee's employees, agents, and subcontractors access from a public right-of-way on the Premises to the Premises twenty-four (24) hours a day, seven (7) days a week with twenty four (24) hours' prior notification to land owner. Lessor is not responsible to maintain or guarantee that the access path or "road" to the site on the Premises is accessible. Access from public right-of-way to the Premises is provided in an as-is condition only. Winter conditions (i.e. downed trees, landslides, extremely wet conditions) may hinder vehicular access. Lessee must ensure all gates are closed and exercise caution in barnyards and around livestock. No hunting or hiking on the Premises is allowed. Lessee's access to the Premises is limited to business purposes only. Lessee is fully responsible for all workers' compensation insurance and any other required insurances for any employees working on Lessor's property. No smoking, alcoholic beverages, or drugs are to be on Lessor's property at any time. Lessee's tower may not be leased to other companies.
- C. Lessee agrees to allow Lessor the right to reserve a service connection at no charge for public safety should Lessor need to install public safety infrastructure at any of Lessee's equipment locations. Lessor acknowledges that the equipment and infrastructure at the Premises uses solar power and any additional equipment installed by Lessor must not over burden the available power. Lessor reserves the right to install additional solar panels if needed to support additional equipment.

6) Termination

Termination of this Agreement may be made by written notice served pursuant to Paragraph 9 below; and

- A. This Lease may be terminated by Lessee without cause and further liability upon one hundred-eighty (180) days written notice to Lessor.
- B. This Lease may be terminated upon written notice by either party forty-five (45) days after written notice of default is served on the other party, if said default remains uncorrected.

7) Insurance Requirements:

- A. This Agreement shall not be executed by Lessor and Lessee is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are provided to the Lessor.
- B. General Insurance Requirements. Without limiting Lessee's indemnification obligations set forth herein, Lessee shall, and shall require that all subcontractors hereunder, take out and maintain, listing the Lessor as an additional insured, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A or its equivalent, against personal injury, death and property damage which may arise from, or in connection with, the activities of Lessee or its agents, officers, directors, employees, assignees or subcontractors: Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against Lessor.
- C. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
 - 1. The above-referenced policies shall not be canceled, non-renewed, or materially reduced in coverage without thirty (30) days' prior written notice to Lessor in

accordance with the notice requirements set forth herein. It is further understood that Lessee shall not terminate such coverage until Lessor receives adequate proof that equal or better insurance has been secured.

2. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

3. For claims related to this Agreement, Lessee's insurance is the primary coverage to Lessor, and any insurance or self-insurance programs maintained by Lessor are excess to Lessee's insurance and will not be used to contribute therewith.

4. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to Lessor or its agents, officers, officials, employees, and volunteers.

5. Lessor is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and Lessee shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

D. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

Lessor: City of Ukiah

Update Address

7.2 Indemnification Requirements:

A. Hold Harmless, Defense and Indemnification. Lessee shall indemnify, hold harmless, and defend Lessor against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with this Lease, Lessee's use or access to or on the Premises, Lessee's acts whether passive or active,

negligent or intentional, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the willful misconduct of Lessee.

B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve Lessee from liability under this provision. This provision shall apply to all claims for damages related to Lessee's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

8) Destruction of Premises

If the Premises or Lessee Facilities are destroyed or damaged, Lessee may elect to terminate this Lease as of the date of the damage or destruction by notice given to Lessor no more than forty-five (45) days following the date of any such damage or destruction. In the event, all rights and obligations of the parties shall cease as of the date of the damage or destruction.

9) Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, sent by electronic mail or facsimile or by an overnight courier providing proof of service, or mailed, certified mail, return receipt requested, to the following addresses:

If to Lessor:

Name: City of Ukiah, Attn: City Manager's Office

Email: cityclerk@cityofukiah.com

Address: 300 Seminary Ave, Ukiah CA 95482

Attention: If to Lessee:

Ukiah Wireless Powered by Wi-Fiber

311 S. Main Street

Ukiah, CA 95482

Attention: Lane Charpentier

10) Title and Quiet Enjoyment

Lessor warrants that it has full right, power, and authority to execute this Lease.

Lessor further warrants that Lessee shall, provided Lessee is not in material default of this Agreement, have the quiet enjoyment of the Premise.

11) Assignment

Lessor may, upon notice to the other party, assign or transfer its rights and obligations arising under this Lease to any of its parents, subsidiaries or affiliates, to successor by consolidation or merger, to a purchaser of all or substantially all of the respective party's assets and to any partnership in which such party, or any of its parents, subsidiaries or affiliates are a general partner. In all other instances either party may assign or transfer its rights and obligations only upon written consent of the other party, which consent shall not be unreasonably withheld or delayed.

12) Successor and Assigns

This Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

13) Miscellaneous

- A. This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements. There are not representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.
- B. If any provisions of this Lease are invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provisions to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- C. If a party is required to make a claim or bring legal action against the other party, the prevailing party shall be entitled to their costs, legal fees, and expert witness costs as determined by the Court.

DATED as of the date first written above.

LESSOR:

By: _____

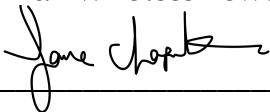
Name: City of Ukiah

By: _____

Name: _____

Date: _____

LESSEE: Ukiah Wireless Powered by Wi-Fiber

By: 

Name: Lane Charpentier

Date: July 5th, 2022

Exhibit A

The property is located at Redwood Avenue, Ukiah, CA 95482, County of Mendocino and State of California. Approximate Birds Eye View

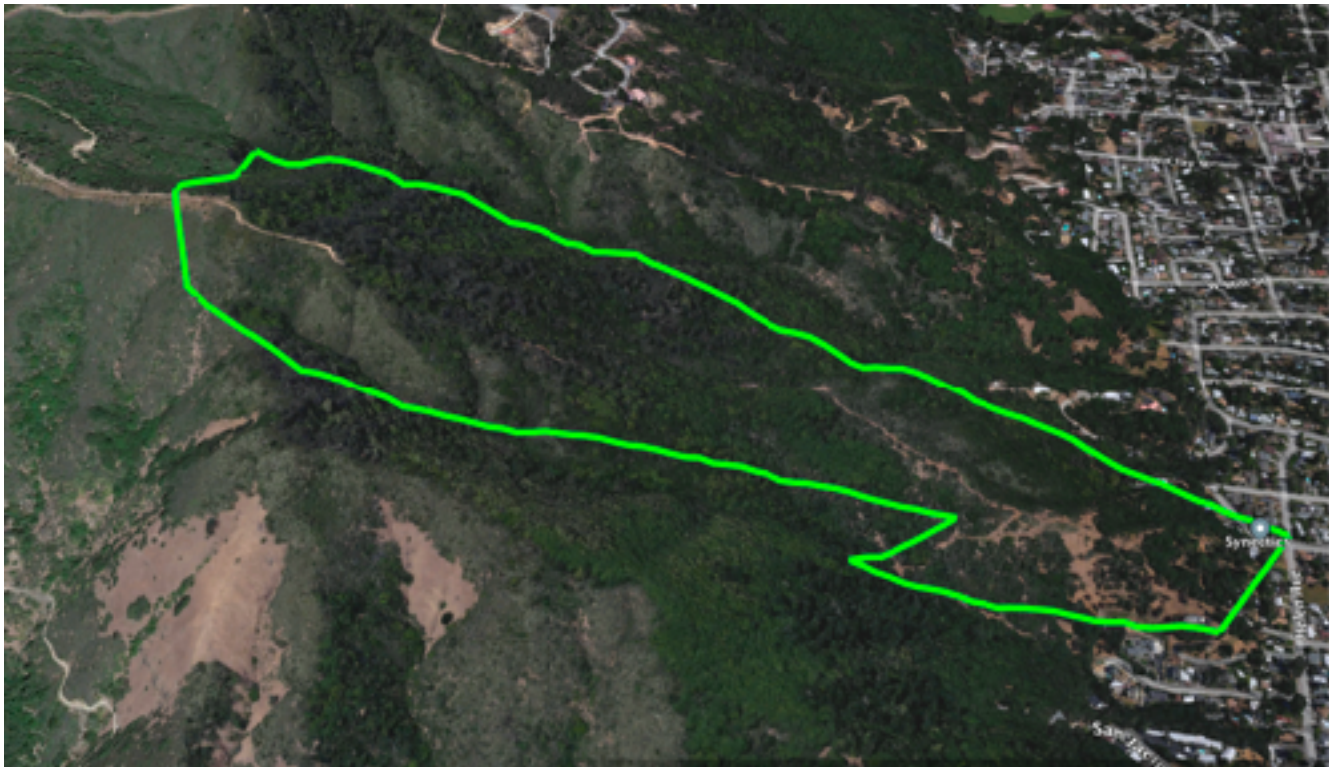


EXHIBIT B

The Premises shall consist of the following:

An enclosed metal structure, approximately 8 feet high, 10 foot long, and 8 foot wide. 2 Monopoles attached to container no taller than 25' in height. All batteries, equipment boxes and generator (when on premises) will be enclosed in the metal structure. A solar array will be mounted on the metal structure. The solar array will consist of up to 8 solar panels which will be mounted to 2 inch galvanized pipe solar mount to be roughly 10 feet by 5 feet. A 2 foot square plastic enclosure will be mounted to the self-supporting tower base which will house the ethernet switch and power monitoring. The metal structure and all equipment will be painted/coated to blend with environment and minimize visibility from the valley floor. All equipment to be approved by property owner prior installation.

Exhibit C





AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion of the Electric Utility Department's Gobbi Street Underground Communications Rework Project, Specification No. 22-03, and Approve Final Payment of the 5% Retention to Diamond D Construction, LLC.

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers, Electric Utility Director

PRESENTER: Cindy Sauers, Electric Utility Director

ATTACHMENTS:

1. Notice of Completion-Gobbi UG Communications Rework

Summary: Council will consider approving the Notice of Completion for the Electric Utility Department's Gobbi Street Underground Communications Rework Project, Specification No. 22-03, and approve final payment of the 5% retention to Diamond D Construction, LLC.

Background: In 1967, the California Public Utilities Commission (CPUC) established Electric Tariff Rule 20 in response to local government interest in improving the aesthetics of their communities. The Tariff outlines responsibilities and guidelines to provide an equitable distribution of the project costs to all utilities involved. Additionally, it outlines responsibilities and defines the roles of each utility. The City of Ukiah Electric Utility acts as the Lead Agency for joint trench projects within the city. Responsibilities of the Lead Agency include: incorporating other utilities' design into the project, bidding and awarding the contract, providing oversight as the project is constructed, and delineation of the costs to each project participant. These projects can be very complicated, applying several different utilities' specifications into the design and construction. Historically, other utilities, such as AT&T, have provided inspection services to ensure all their requirements are met. However, due to staffing changes and limitations, this support was eliminated and the burden of inspection fell to City Staff.

In November 2020, the Gobbi Street Underground joint trench project was completed. The project installed underground infrastructure for electric, telephone and cable TV on Gobbi Street between State Street and Orchard Avenue. Shortly after the completion of the project, Staff redirected its attention to the State Street Undergrounding project. Due to the back-to-back scheduling of these projects, the installation of the wire and equipment to complete Gobbi Street was delayed. When AT&T began the installation of their wire in March, they discovered a few locations where their specifications were not met.

Staff worked with AT&T and developed a shared solution to the concerns and an agreement was reached. AT&T agreed to provide the material for the repairs on Gobbi Street and the City agreed to complete the construction. AT&T also committed to complete inspections to ensure all standards were met.

Discussion: On May 4, 2022, Council awarded a contract for the Gobbi Street Underground Communications Rework Project, Specification No. 22-03, to Diamond D Construction. The contracted work was completed by the contractor in conformance with the approved plans and specifications on July 20, 2022. The original awarded contract amount, based on estimated quantities, was \$116,649. Actual quantities and change orders resulted in a revised total contract amount of \$126,865.85. Final payment of the retention will be made to the contractor after 35 days from the date of the Notice of Completion (Attachment 1) is filed with the County Recorder.

Recommended Action: Approve Notice of Completion for the Gobbi Street Underground Communications Project, Specification 22-03, approving final payment of the 5% retention to Diamond D Construction, LLC., and direct the City Clerk to file the Notice of Completion with the County Recorder.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 80026120.52100: \$126,865.85

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Electric Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract No. 2122-232

COORDINATED WITH: Mary Horger, Financial Services Manager; Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager

Please return to:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the project described as: Gobbi Street Underground Communications Rework Project, Spec. No. 22-03.
2. That the nature of the work: Installation of communications conduit, connections and boxes on Gobbi Street, Specification No. 22-03.
3. That on the 20th of July 2022, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is Diamond D Construction, LLC, 650 Blue Oak Dr., Ukiah, CA 95482.
5. That the property location of work performed herein referred to is situated in the County of Mendocino, State of California, and is described as follows: Gobbi Street between State Street and Orchard Avenue, Ukiah, California.

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

City Council Approval CITY OF UKIAH, a Municipal Corporation

Date

By: _____
Kristine Lawler, City Clerk

Date

State of California

County of Mendocino

Exempt from recording fees pursuant to Government Code Section 27383



AGENDA SUMMARY REPORT

SUBJECT: Award of Contract to SHN Engineers in the Amount of \$13,000.00 for Compaction and Materials Testing Services Related to the Clara Avenue Reconstruction Project Specification No. 20-08, and Approval of Corresponding Budget Amendment

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. 20220804-COUClaraAveProposal

Summary: The City Council will consider awarding a professional services agreement to SHN Engineers in the amount of \$13,000 for compaction and materials testing services related to the Clara Avenue Reconstruction Project, Specification No. 20-08 and approve corresponding budget amendment.

Background: The City Council was presented with a selection of streets to be rehabilitated at the December 15, 2021, meeting regarding the lease revenue bonding to renovate the City Corporation Yard and improve various city streets. Council awarded the construction contract for the Clara Reconstruction at the August 3, 2022 meeting along with directing follow-up review and the addition of select change orders to the project. The review of the additional work with the Complete Streets Ad-hoc (Crane and Rodin) will take place in the following weeks.

Discussion: Staff released a Request for Proposal (RFP) for materials and testing services on July 6, 2022 through August 5, 2022. SHN Engineers was the only proposal received. (Attachment 1)

These testing services are essential for the project to ensure the contractors are adhering to the Plans and Specifications and are standard for Public Works Projects. Properly compacted earth and subgrade ensures the health of the roadway for the longest extent possible.

Recommended Action: Award professional services agreement go SHN Engineers in the amount of \$13,000.00 for compaction and materials testing services related to the Clara Avenue Reconstruction Project and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: YES

CURRENT BUDGET AMOUNT: 2524220.80230.18184: \$0

PROPOSED BUDGET AMOUNT: 2524220.80230.18184: \$13,000

FINANCING SOURCE: Series 2022 Lease Revenue Bonds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Director of Public Works and Andrew Stricklin, Associate Engineer

Approved: 
Sage Sangiacomo, City Manager



Phone: (707) 459-4518 Email: info@shn-engr.com Web: shn-engr.com
335 S. Main Street, CA 95490-3977

Reference: 422000.025

August 5, 2022

Andrew Stricklin, Associate Engineer
City of Ukiah
Public Works Department
300 Seminary Avenue
Ukiah, CA 95482

By email: astricklin@cityofukiah.com

Subject: Compaction Testing Services for Clara Avenue Reconstruction

Dear Andrew Stricklin:

Thank you for the opportunity for SHN to provide the City of Ukiah Public Works Department (City) with this proposal to provide Compaction and Materials Testing Services for the Clara Avenue Reconstruction (Project). SHN employs the qualified and experienced staff necessary to perform the required third-party testing and offers DSA, ICC, NICET, and Caltrans-certified technical staff and Caltrans-accredited testing laboratories in our Willits and Eureka offices. Additionally, the project will be overseen by our registered California Geotechnical Engineer, John Dailey.

We understand that the Project consists of providing subgrade compaction testing for aggregate base, 30 tests; in-place density and relative compaction of asphalt concrete (nuclear method), 50 tests; and compaction testing for trench backfill, 30 tests. We propose to provide the asphalt concrete tests in two 10-hour mobilizations by a certified testing technician, including nuclear gauge and travel time. We anticipate the asphalt concrete testing will require one laboratory RICE test. For the aggregate base and trench backfill compaction tests, we propose to accomplish those tests in six 6-hour mobilizations by a certified testing technician, including nuclear gauge and travel time. We also anticipate that six laboratory compaction curves will be needed to provide the maximum density for the aggregate base and trench backfill field testing. We further understand and accept that these testing mobilizations will be required on a 24-hour notice from the City. Sufficient sample size for laboratory testing will be acquired by our field technician and processed in our Willits soils lab within 24 hours.

SHN proposes to staff the Project from its Willits office and testing laboratory. However, in the event of a scheduling conflict, we can draw on the resources of our Eureka office and testing laboratory at no additional travel expense. We do not have minimum time charges per site visit, and we will invoice the City only for time spent performing the required services. Where possible, we will combine multiple tasks into one trip to reduce testing costs for the Project.



We have reviewed the request for proposal and the information provided. Because we have limited information of the contractor's construction schedule, or means and methods, we have made assumptions regarding the scope of testing based on the quantities provided.

The table on the following page outlines the rates that will be applied to your project.

Position	Description	Rate
Standard Hourly Rate	Nuclear Density Technician (Travel Time/Office)	\$95/hr.
Prevailing Wage Tech Rate	Nuclear Density/Concrete Technician	\$170/hr.
Prevailing Wage OT Tech Rate	Nuclear Density/Concrete Technician	\$195/hr.
Prevailing Wage DT (+12 Hr) Tech Rate	Nuclear Density/Concrete Technician	\$220/hr.
Prevailing Wage 2 nd Shift Tech Rate	Nuclear Density/Concrete Technician	\$180/hr.
Prevailing Wage 2 nd Shift OT Tech Rate	Nuclear Density/Concrete Technician	\$205/hr.
Prevailing Wage 2 nd Shift DT (+12 Hr) Tech Rate	Nuclear Density/Concrete Technician	\$230/hr.
Project Manager	Submittal Review, Project Oversight, Final Reports	\$175/hr.
Administrative	Project Setup, Correspondence, Insurance Certificates	\$75/hr.

Reimbursables	Rate
Nuclear Density Gauge (CT 375)	\$25/hr.
Moisture Density Curve (CT 216/ ASTM D1557)	\$300/Sample
RICE Theoretical Maximum Specific Gravity and Density of HMA (CT 309)	\$100/Sample
Mileage from our Willits Soils Laboratory	\$0.80/Mile

Cost Estimate

Based on the information provided, we estimate the total cost to provide the required compaction testing for the Project to be **\$13,000**. This cost estimate is based on an accrued hourly rate and expenses and will not be exceeded without prior authorization from the City. This proposal is a firm offer and is valid for a minimum of 30 days from date of submission. Please see the attached Fee Schedule for unit costs of additional tests we can provide if requested by the City during the course of the Project.



Andrew Stricklin
Clara Avenue Rehabilitation Project
August 5, 2022
Page 3

Again, thank you for this opportunity to be of service to the City of Ukiah. I have the authority to negotiate a contract and bind SHN Engineers to the terms of the contract. Please call me at (707) 459-4518 if you have any questions or to further discuss how SHN can best serve you on this project.

Sincerely,

SHN



Jason Island, PE
Regional Principal

JGI:amg

Attachment: SHN Fee Schedule





Consulting Engineers & Geologists, Inc.

Fee Schedule January 1, 2022

When accurate definition of the proposed work is not possible, an hourly charge out rate for determining compensation shall be used. Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed portal to portal and are subject to a 2-hour minimum. Current rates are as follows:

Hourly Charge Rates			
Position ¹	Hourly Rates		
Senior Engineer	\$ 160.00	-	\$ 210.00
Senior Geotechnical Engineer	\$ 150.00	-	\$ 200.00
Senior Engineering Geologist	\$ 150.00	-	\$ 200.00
Senior Geologist	\$ 140.00	-	\$ 180.00
Senior Planner	\$ 130.00	-	\$ 180.00
Senior Environmental Scientist	\$ 150.00	-	\$ 190.00
Senior Land Surveyor	\$ 130.00	-	\$ 170.00
Project Manager	\$ 100.00	-	\$ 180.00
Project Engineer	\$ 110.00	-	\$ 150.00
Project Geologist	\$ 110.00	-	\$ 155.00
Project Land Surveyor	\$ 100.00	-	\$ 130.00
Associate Planner	\$ 90.00	-	\$ 130.00
Associate Environmental Scientist	\$ 110.00	-	\$ 140.00
Staff Engineer	\$ 90.00	-	\$ 130.00
Staff Geologist	\$ 90.00	-	\$ 130.00
Staff Planner	\$ 80.00	-	\$ 120.00
Staff Environmental Scientist	\$ 90.00	-	\$ 130.00
Staff Land Surveyor ³	\$ 90.00	-	\$ 250.00 ³
Certified Industrial Hygienist	\$ 110.00	-	\$ 155.00
GIS/UAV Specialist	\$ 80.00	-	\$ 135.00
Construction Inspector ³	\$ 90.00	-	\$ 270.00 ³
Lab/Field Technician ³	\$ 90.00	-	\$ 250.00 ³
Survey Technician ³	\$ 80.00	-	\$ 250.00 ³
Engineering Technician/Draftsperson	\$ 90.00	-	\$ 130.00
Technical Writer	\$ 80.00	-	\$ 100.00
Clerical	\$ 70.00	-	\$ 90.00
Expert Witness ^{2,4}	\$ 175.00	-	\$ 275.00
¹ Incidental expenses, i.e., lodging, meals, airplane tickets, etc., are billed at cost plus 15%. ² Minimum daily charge is four hours. ³ Rates depend on the specific personnel assigned and if prevailing wage rates are required in the area of work. ⁴ Rates for Expert Witness are charged for preparation and testimony for both deposition(s) and trial(s).			

Reimbursables

The following direct charges are charged in addition to the hourly charge rates set forth above.

Direct Charges:

CADD plots (black & white)	\$ 0.40/sq. ft.
CADD plots (color)	\$ 0.90/sq. ft.
Copies	\$ 0.15/ea.
Equipment and other expenditures (required for projects)	Cost + 15%
Field office	Cost + 15%
Filing fees, telephone expense, etc.	Cost + 15%
Iron pipe, monuments, flagging, etc.	Cost + 15%
Mylars	\$ 15.00
Services of other consultants	Cost + 15%
Stakes, hubs, lath, etc.	Cost + 15%
Subsistence, air travel, etc.	Cost + 15%
Vehicles	\$ 50.00/day

Field Testing and Equipment:

Anchor bolt tension testing	\$ 80.00/day plus operator
CO ₂ Meter	\$ 10.00/day
Concrete Compression Impact Hammer	\$ 50.00/day*+
Core Drilling Machine	\$ 75.00/day + \$3.00/inch cored
Dissolved Oxygen Meter	\$ 75.00/day*+
Expendable Supplies	\$ 40.00/day*+
Fyrite Meter	\$ 33.00/day*+
Generator	\$ 58.00/day*+
Geophysical Equipment	By Quotation
Grundfos Controller & Pump	\$275.00/day
Hand Auger	\$ 36.00/day
Health & Safety Level D	\$ 35.00/day*+
Health & Safety Level C	\$ 60.00/day*+
High Pressure Controller	\$ 60.00/day*+
Inclinometer	\$200.00/day*
LEL Meter	\$ 73.00/day*+
Nuclear Density Testing	\$ 25.00/hour plus operator
Other equipment including drill rigs, backhoes, etc.	Cost + 15%
ORP Meter	\$ 15.00/day
OVA	\$145.00/day*+
Peristaltic Pump	\$ 50.00/day*+
pH/Conductivity Meter	\$ 58.00/day*+
Pumps	\$ 45.00/day*+
Quad (ATV)	\$150.00/day
Rebar Locating Device	\$ 40.00/day plus operator

* 1/2 Day Minimum Charge.

+ 25% Weekly Discount, 40% Monthly Discount.

(1) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

Reimbursables, Continued	
Field Testing and Equipment, Continued:	
Roto-hammer	\$ 50.00/day**
Skidmore-Wilhelm Bolt Tension Calibration	\$150.00/day
Soil/Gas Purge Pumps	\$ 30.00/day**
Soil Gas Probes	\$200.00/day**
Torque Wrench (0 to 250 ft lbs)	\$ 25.00/day
Torque Wrench (250 to 1,000 ft lbs)	\$ 50.00/day
Turbidity Meter	\$ 29.00/day**
Ultrasonic Test Device	\$ 25.00/hour plus operator
Vapor Extraction System	\$500.00/day**
Water Level Data Logger	\$ 60.00/day**
Water Level Meter	\$ 36.00/day**
Well Point	\$ 50.00/day
Survey Equipment:	
GPS Station	\$300.00/day*
Level	\$ 25.00/day*
Resource GPS	\$ 150.00/day*
Robotic Total Station	\$ 300.00/day
Total Station	\$ 7.50/hour
Total Station w/Data Collector	\$ 100.00/day
Toughbook	\$ 150.00/day*
Trimble GeoXT GPS Unit	\$ 150.00/day*
Laboratory Tests:	
Asphalt Briquette Compaction	\$ 75.00/ea. ⁽¹⁾
Asphalt Bulk Specific Gravity	\$ 40.00/ea.
Asphalt Content by Nuclear Method	\$ 75.00/test
Asphalt Content Gauge Calibration	\$200.00/ea.
Asphalt Extraction (% Bitumen)	On Request
Asphalt (Hveem) Mix Design	On Request
Brass Tube (Liner)	\$ 5.00/ea.
Cleanness Value (CT 227)	\$ 75.00/ea.
Compaction Curves (ASTM D 1557 or Caltrans CT216)	\$300.00/test
Compaction Curve Check Point	\$100.00/ea.
Concrete Compressive Strength (CT 521 or ASTM C39)	\$ 30.00/ea. ⁽²⁾
Concrete Linear Shrinkage (3 Bars)	\$300.00
Concrete Moisture	\$ 50.00/test (floor test)
Consolidation Test	\$350.00/ea.
Direct Shear, per point: (ASTM D3080)	
Consolidated-Drained (CD)	\$145.00/point
Unconsolidated-Undrained (UU) (Modified ASTM)	\$115.00/point
Consolidated-Undrained (CU) (Modified ASTM)	\$130.00/point
Additional cycles (each)	\$ 65.00/ea.
* 1/2 Day Minimum Charge. + 25% Weekly Discount, 40% Monthly Discount. (1) If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304. (2) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.	

Reimbursables, Continued

Laboratory Tests, Continued:

Disposable Concrete Molds	\$ 5.00/ea.
Durability Index	\$ 75.00/ea.
Expansion Index	\$175.00/test
Fireproofing Density	\$ 50.00/ea.
Grout Compressive Strength	\$ 40.00/ea.
LA Rattler (abrasion resistance)	\$225.00/test
Liquid Limit	\$100.00/ea.
Masonry Block Compressive Strength	\$ 65.00/ea.
Masonry Block Linear Shrinkage	\$ 85.00/ea.
Masonry Block Prism Compressive Strength	\$125.00/ea.
Masonry Core Shear Test	\$ 50.00/core
Moisture Content	\$ 35.00/ea.
Moisture-Density Test	\$ 40.00/ea.
Particle Size Analysis (ASTM 422)	\$150.00/ea.
Percent Crushed Particles	\$200.00/ea.
Percent Organics	\$ 50.00/ea.
Plastic Limit	\$100.00/ea.
Plasticity Index	\$200.00/ea.
R-Value	\$350.00/ea.
Rice Specific Gravity of Asphalt (ASTM D2041)	\$100.00/ea.
Sand Equivalent	\$100.00/ea.
Sawing Rocks and Concrete Cores	\$ 30.00/unit
Sieve Analysis--Coarse	\$ 75.00/ea.
Sieve Analysis--Fine	\$ 75.00/ea.
Sieve Analysis--Passing 200	\$ 50.00/ea.
Specific Gravity, Rock	\$ 75.00/ea.
Stabilometer of Premixed AC	\$ 75.00/ea.
Sulfate Soundness	\$ 80.00/cycle
Swell Test	\$100.00/point
Triaxial Compression	
Unconsolidated Undrained (TXUU) (ASTM D2850)	\$115.00/point
Consolidated Undrained (TXCU) (ASTM D4767)	\$385.00/point
Consolidated Drained (TXCD) (ACOE)	\$500.00/point
Consolidated Undrained (TXCU-3 stage) (ASTM D4767)	\$810.00/test
Consolidated Drained (TXCD-3 stage) (ACOE)	\$860.00/test
USDA Bulk Density Test	\$ 30.00/ea.
USDA Textural Suitability Test	\$ 75.00/ea.
Unconfined Compression	\$ 75.00/ea.
Unit Weight of Lightweight Concrete	\$ 50.00/unit

Notes:

All samples of soil or rock from physical testing are discarded 30 days after submission of final report unless prior arrangements are made. Samples of soil or rock submitted for testing for hazardous substances will be returned to the Client, who is responsible for proper disposal.

This fee schedule is subject to review and adjustment, as required.

Certain services may require prevailing wages or overtime at premium pay to SHN employees. In such circumstances, fees will be adjusted to reflect increased labor costs.



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Amended Resolution Authorizing Application for Funding and the Execution of Grant Agreement and any Amendments thereto from the 2022 Funding Year of the State Community Development Block Grant Program.

DEPARTMENT: Community Development

PREPARED BY: Jim Robbins, Grants Manager

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Resolution 2022-41
2. Revised Resolution - CDBG Application

Summary: Council will consider adoption of an amended resolution authorizing application for funding and the execution of a grant agreement and any amendments thereto from the 2022 funding year of the State Community Development Block Grant program.

Background: On June 15, 2022, Council adopted Resolution No. 2022-41 (Attachment 1) approving an application for funding and the execution of grant agreement(s) and any amendments thereto from the 2022 funding year of the State Community Development Block Grant (CDBG) Program. Within the Resolution, Council approved submission of an application for an amount not to exceed \$250,000 for a Planning Grant-Housing Conditions Survey, and approved the use of Program Income in an amount not to exceed \$46,000 for the same activity.

Discussion: After extensive analysis by Staff, the cost for the Housing Conditions Survey project is estimated at \$99,689, not the \$250,000 originally authorized through Resolution No. 2022-41. The reason for this significant difference in the project budget is that the Community Development Department is now planning to implement the project "in-house" through a cross-disciplinary team of Staff within all divisions, whereas previously the project budget was based on the procurement of a consultant to implement the activity. There is currently a lack of qualified consultants to complete the Housing Conditions Survey, and Staff within the Community Development Department has prior experience in implementing this activity.

The resolution is also proposed to be amended due to recent direction Staff has received from the California Department of Housing and Community Development (HCD). HCD has stated that within this 2022 Notice of Funding Availability (NOFA), CDBG Program Income (PI) activity funds cannot be used for planning grant projects such as a Housing Conditions Survey.

Given these updates and changes, Staff recommends that the Council adopt the attached amended resolution (Attachment 2) authorizing the submission of a CDBG grant application for a Planning Grant Housing Conditions Survey in an amount not to exceed \$99,689. Staff will approach the Council in the future to request allocation of the unallocated Program Income to another project.

Recommended Action: Adopt amended resolution authorizing an application for funding and the execution of grant agreements and any amendments thereto from the 2022 funding year of the State Community Development Block Grant Program (CDBG) program.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Craig Schlatter, Community Development Director

Approved:


Sage Sangiacomo, City Manager



APPENDIX D

Resolution of the Governing Body

Applicants are required to use this Resolution in content and form.

RESOLUTION NO. 2022-41

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERE TO FROM THE 2021-2022 FUNDING YEAR OF THE STATE CDBG
PROGRAM**

BE IT RESOLVED by the City Council of the City
of Ukiah as follows:

SECTION 1:

The City Council has reviewed and hereby approves the
submission to the State of California of one or more application(s) in the aggregate
amount, not to exceed, of \$ 250,000.00 for the following CDBG activities,
pursuant to the January 2022 CDBG NOFA:

List activities and amounts (*activity totals should include Activity Delivery dollars
and General Administration associated with the activity*)

Activity (i.e. Public Services, Housing Rehabilitation)	Dollar Amount Being Requested for the Activity
Planning, Housing Conditions Survey	\$ 250,000.00
	\$
	\$
	\$

*Note: Similar to the above, any Colonia or Native American Set-Aside activities must be
included separately in the Resolution.*

SECTION 2:

The City hereby approves the use of Program Income in an amount not to
exceed \$ 46,000.00 for the CDBG activities described in Section 1.



APPENDIX D

SECTION 3:

The [City] acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The [City] hereby authorizes and directs the (title of designated official) [City Manager], or designee*, to execute and deliver all applications and act on the [City's] behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the (title of designated official) [City Manager], or designee*, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the (title of designated official) [City Manager], or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

** Important Note: If the designee is signing any application, agreement, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.*



APPENDIX D

PASSED AND ADOPTED at a regular meeting of the City Council
of the City of Ukiah held on 06/15/22 by the following vote:

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES: 4

NOES: 0

ABSENT: 1

ABSTAIN: 0

Jim O. Brown June 15, 2022
Authorized Signature Date

Jim O. Brown, Mayor
Signer's Title

STATE OF CALIFORNIA

City of Ukiah

I, Kristine Lawler, City Clerk of the City of
Ukiah, State of California, hereby certify the above and foregoing to be a full,
true and correct copy of a resolution adopted by said City Council
on this 15th day of June, 2022.

Kristine Lawler, City Clerk
of the City of Ukiah, State of California

By:

Kristine Lawler

Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.



APPENDIX D

Resolution of the Governing Body

Applicants are required to use this Resolution in content and form.

RESOLUTION NO.

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERE TO FROM THE 2021-2022 FUNDING YEAR OF THE STATE CDBG
PROGRAM**

BE IT RESOLVED by the of the City
of Ukiah as follows:

SECTION 1:

The has reviewed and hereby approves the
submission to the State of California of one or more application(s) in the aggregate
amount, not to exceed, of \$ 99,689.00 for the following CDBG activities,
pursuant to the January 2022 CDBG NOFA:

List activities and amounts (*activity totals should include Activity Delivery dollars
and General Administration associated with the activity*)

Activity (i.e. Public Services, Housing Rehabilitation)	Dollar Amount Being Requested for the Activity
Planning, Housing Conditions Survey	\$ 99,689.00
	\$
	\$
	\$

*Note: Similar to the above, any Colonia or Native American Set-Aside activities must be
included separately in the Resolution.*

SECTION 2:

The hereby approves the use of Program Income in an amount not to
exceed \$ 0.00 for the CDBG activities described in Section 1.



APPENDIX D

SECTION 3:

The [City] acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The [City] hereby authorizes and directs the (title of designated official) [City Manager], or designee*, to execute and deliver all applications and act on the [City's] behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the (title of designated official) [City Manager], or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the (title of designated official) [City Manager], or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

** **Important Note:** If the designee is signing any application, agreement, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.*



APPENDIX D

PASSED AND ADOPTED at a regular meeting of the of the of held on by the following vote:

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES:

NOES:

ABSENT:

ABSTAIN:

	August 17, 2022
Authorized Signature	Date

Jim O. Brown, Mayor
Signer's Title

STATE OF CALIFORNIA

I, , of the of , State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said on this day of , 20.

,
of the of , State of California
By:

Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.

PRINT

START OVER



AGENDA SUMMARY REPORT

SUBJECT: Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. in the Amount of \$36,985.50 for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. Requisition E39591 Alpha Labs

Summary: Council will receive a report regarding the acquisition of services for quarterly water sampling and preparation of chemical examination reports for the Ukiah Landfill

Background: In accordance with the Waste Discharge Requirements issued by the North Coast Regional Water Quality Control Board (NCRWQCB), the City is mandated to complete quarterly water sampling and analysis for the Ukiah Landfill.

Discussion: In compliance with Section 1522 of the City Code, this report is submitted to the City Council for the purpose of reporting the acquisition of professional consulting services costing more than \$10,000. The Public Works Department requested Alpha Analytical Laboratories, Inc. to conduct quarterly water sampling and to prepare chemical examination reports for the Ukiah Landfill. Alpha Analytical completed the quarterly water sampling and produced the chemical examination reports for the amount of \$36,985.50.

For reference, please refer to Attachment #1, a copy of the Alpha Analytical invoices. In conjunction with these chemical examination reports, EBA Engineering analyzes the data to prepare and submit the required detection monitoring report to the NCRWQCB.

Recommended Action: Receive and file report of acquisition of professional services from Alpha Analytical laboratories, Inc. in the amount of \$36,985.50 for quarterly water sampling and completion of chemical examination reports for the Ukiah landfill.

BUDGET AMENDMENT REQUIRED: NO

CURRENT BUDGET AMOUNT: 70024500.52100: \$300,000.00

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Director of Public Works and Jason Benson, Senior Engineer

Approved: 
Sage Sangiacomo, City Manager



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
 Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
 300 Seminary Ave
 Ukiah, CA 95482
 Attn: Jason Benson

Invoice #: 2075201-UKIAHLF
 Date: 07/29/22

Project ID: Monitoring Wells - Quarterly
 Project No: Monitoring Wells - Quarterly
 PO/Reference:

Order #
 22G2115

Receipt Date
 07/18/22

Terms
 NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
6	Volatiles by EPA 8260 [10 day]	Water	\$200.00	\$1,200.00
5	Total Alkalinity by SM2320B [10 day]	Water	\$40.00	\$200.00
5	Ammonia by SM4500-NH3 G [10 day]	Water	\$85.00	\$425.00
5	Boron Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$200.00
1	Small Bailer [10 day]	Water	\$300.00	\$300.00
5	Bicarbonate by SM2320B [10 day]	Water	\$40.00	\$200.00
5	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$200.00
5	Carbonate by SM2320B [10 day]	Water	\$40.00	\$200.00
5	Chloride by EPA 300.0 [10 day]	Water	\$50.00	\$250.00
5	Conductivity by SM2510B [10 day]	Water	\$40.00	\$200.00
1	Field Technician [10 day]	Water	\$2,000.00	\$2,000.00
1	Filters [10 day]	Water	\$300.00	\$300.00
5	Fluoride by EPA 300.0 [10 day]	Water	\$50.00	\$250.00
1	GeoTracker EDF File [10 day]	Water	\$958.00	\$958.00
5	Handling & Disposal [10 day]	Water	\$5.00	\$25.00
5	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$200.00
1	Turbidity Meter Rental [10 day]	Water	\$75.00	\$75.00
5	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
1	Miles [10 day]	Water	\$75.00	\$75.00
5	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$200.00
5	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$200.00
5	NB TPH as Diesel/Motor Oil by EPA 8015B [10 day]	Water	\$125.00	\$625.00
5	Total Nitrogen (NO2, NO3, TKN & Calc.) [10 day]	Water	\$145.00	\$725.00
5	pH Water by SM4500-H+ B [10 day]	Water	\$40.00	\$200.00
5	Total Dissolved Solids by SM2540C [10 day]	Water	\$75.00	\$375.00
5	Sulfate by EPA 300.0 [10 day]	Water	\$50.00	\$250.00

McC Campbell Analytical/Alpha Quote 222315



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill ✓
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 2075201-UKIAHLF
Date: 07/29/22

Project ID: ✓ Monitoring Wells - Quarterly
Project No: ✓ Monitoring Wells - Quarterly
PO/Reference:

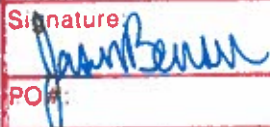
Order #
22G2115

Receipt Date
07/18/22

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
McC Campbell Analytical/Alpha Quote 222315				
5	NB TPH as Gasoline by EPA 8015 [10 day]	Water	\$125.00	\$625.00

Invoice Total: \$10,533.00

APPROVED FOR PAYMENT	
Signature: 	Date: 8/8/2022
PO #:	
(or) Acct #:	



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 2075202-UKIAHLF
Date: 07/29/22

Project ID: Monitoring Wells - Quarterly
Project No: Monitoring Wells - Quarterly
PO/Reference:

Order #
22G2315

Receipt Date
07/19/22

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
7	Volatiles by EPA 8260 [10 day]	Water	\$200.00	\$1,400.00
6	Total Alkalinity by SM2320B [10 day]	Water	\$40.00	\$240.00
6	Ammonia by SM4500-NH3 G [10 day]	Water	\$85.00	\$510.00
6	Boron Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$240.00
1	Small Bailer [10 day]	Water	\$360.00	\$360.00
6	Bicarbonate by SM2320B [10 day]	Water	\$40.00	\$240.00
6	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$240.00
6	Carbonate by SM2320B [10 day]	Water	\$40.00	\$240.00
6	Chloride by EPA 300.0 [10 day]	Water	\$50.00	\$300.00
6	Conductivity by SM2510B [10 day]	Water	\$40.00	\$240.00
1	Field Technician [10 day]	Water	\$2,000.00	\$2,000.00
1	Filters [10 day]	Water	\$360.00	\$360.00
6	Fluoride by EPA 300.0 [10 day]	Water	\$50.00	\$300.00
1	GeoTracker EDF File [10 day]	Water	\$1,102.00	\$1,102.00
6	Handling & Disposal [10 day]	Water	\$5.00	\$30.00
6	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$240.00
1	Turbidity Meter Rental [10 day]	Water	\$75.00	\$75.00
6	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$90.00
1	Miles [10 day]	Water	\$75.00	\$75.00
6	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$240.00
6	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$240.00
6	NB TPH as Diesel/Motor Oil by EPA 8015B [10 day]	Water	\$125.00	\$750.00
6	Total Nitrogen (NO2, NO3, TKN & Calc.) [10 day]	Water	\$145.00	\$870.00
6	pH Water by SM4500-H+ B [10 day]	Water	\$40.00	\$240.00
6	Total Dissolved Solids by SM2540C [10 day]	Water	\$75.00	\$450.00
6	Sulfate by EPA 300.0 [10 day]	Water	\$50.00	\$300.00

McCampbell Analytical/Alpha Quote 222315



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill ✓
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 2075202-UKIAHLF
Date: 07/29/22

Project ID: ✓ Monitoring Wells - Quarterly
Project No: ✓ Monitoring Wells - Quarterly
PO/Reference:

Order #
22G2315

Receipt Date
07/19/22

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
McC Campbell Analytical/Alpha Quote 222315				
6	NB TPH as Gasoline by EPA 8015 [10 day]	Water	\$125.00	\$750.00

Invoice Total: \$12,122.00

APPROVED FOR PAYMENT	
Signature: 	Date: 8/8/22
PO #: 	
(or) Acct #:	



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill ✓
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 2075205-UKIAHLF
Date: 07/29/22

Project ID: Monitoring Wells - Quarterly
Project No: ✓ Monitoring Wells - Quarterly
PO/Reference:

Order #
22G2522

Receipt Date
07/20/22

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
3	Volatiles by EPA 8260 [10 day]	Water	\$200.00	\$600.00
2	Total Alkalinity by SM2320B [10 day]	Water	\$40.00	\$80.00
2	Ammonia by SM4500-NH3 G [10 day]	Water	\$85.00	\$170.00
2	Boron Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$80.00
1	Small Bailer [10 day]	Water	\$180.00	\$180.00
2	Bicarbonate by SM2320B [10 day]	Water	\$40.00	\$80.00
2	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$80.00
2	Carbonate by SM2320B [10 day]	Water	\$40.00	\$80.00
2	Chloride by EPA 300.0 [10 day]	Water	\$50.00	\$100.00
2	Conductivity by SM2510B [10 day]	Water	\$40.00	\$80.00
1	Field Technician [10 day]	Water	\$2,000.00	\$2,000.00
1	Filters [10 day]	Water	\$180.00	\$180.00
2	Fluoride by EPA 300.0 [10 day]	Water	\$50.00	\$100.00
1	GeoTracker EDF File [10 day]	Water	\$536.00	\$536.00
2	Handling & Disposal [10 day]	Water	\$5.00	\$10.00
2	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$80.00
1	Turbidity Meter Rental [10 day]	Water	\$75.00	\$75.00
2	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$30.00
1	Miles [10 day]	Water	\$75.00	\$75.00
2	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$80.00
2	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$80.00
2	NB TPH as Diesel/Motor Oil by EPA 8015B [10 day]	Water	\$125.00	\$250.00
2	Total Nitrogen (NO2, NO3, TKN & Calc.) [10 day]	Water	\$145.00	\$290.00
2	pH Water by SM4500-H+ B [10 day]	Water	\$40.00	\$80.00
2	Total Dissolved Solids by SM2540C [10 day]	Water	\$75.00	\$150.00
2	Sulfate by EPA 300.0 [10 day]	Water	\$50.00	\$100.00
2	Turbidity by SM2130B [10 day]	Water	\$0.00	\$0.00



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill ✓
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 2075205-UKIAHLF
Date: 07/29/22
Project ID: ✓ Monitoring Wells - Quarterly
Project No: ✓ Monitoring Wells - Quarterly
PO/Reference:

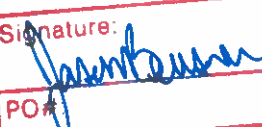
Order #
22G2522

Receipt Date
07/20/22

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
McC Campbell Analytical/Alpha Quote 222315				
2	NB TPH as Gasoline by EPA 8015 [10 day]	Water	\$125.00	\$250.00

Invoice Total: \$5,896.00

APPROVED FOR PAYMENT	
Signature: 	Date: 8/1/2022
PO #	
(or) Acct #:	



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill ✓
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 2075206-UKIAHLF
Date: 07/29/22

Project ID: ✓ Leachate - Quarterly
Project No: ✓ Leachate - Quarterly
PO/Reference:

Order #
22G2539

Receipt Date
07/20/22

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
1	Volatiles by EPA 8260 [10 day]	Water	\$200.00	\$200.00
1	Total Alkalinity by SM2320B [10 day]	Water	\$25.00	\$25.00
1	Ammonia by SM4500-NH3 G [10 day]	Water	\$68.00	\$68.00
1	Boron Dissolved by EPA 200.7 [10 day]	Water	\$25.00	\$25.00
1	Bicarbonate by SM2320B [10 day]	Water	\$25.00	\$25.00
1	BOD by SM5210B [10 day]	Water	\$65.00	\$65.00
1	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$25.00	\$25.00
1	Carbonate by SM2320B [10 day]	Water	\$25.00	\$25.00
1	Chloride by EPA 300.0 [10 day]	Water	\$30.00	\$30.00
1	COD by SM5220D [10 day]	Water	\$45.00	\$45.00
1	Conductivity by SM2510B [10 day]	Water	\$0.00	\$0.00
1	GeoTracker EDF File [10 day]	Water	\$93.00	\$93.00
1	Handling & Disposal [10 day]	Water	\$5.00	\$5.00
1	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$25.00	\$25.00
1	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$25.00	\$25.00
1	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$25.00	\$25.00
1	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$25.00	\$25.00
1	NB TPH as Diesel/Motor Oil by EPA 8015B [10 day]	Water	\$100.00	\$100.00
1	Nitrate as N by EPA 300.0 [10 day]	Water	\$40.00	\$40.00
1	pH Water by SM4500-H+ B [10 day]	Water	\$0.00	\$0.00
1	Total Dissolved Solids by SM2540C [10 day]	Water	\$30.00	\$30.00
1	Total Suspended Solids by SM2540D [10 day]	Water	\$30.00	\$30.00
1	Sulfate by EPA 300.0 [10 day]	Water	\$30.00	\$30.00
1	Turbidity by SM2130B [10 day]	Water	\$0.00	\$0.00
McC Campbell Analytical/Alpha Quote 222315				
1	NB TPH as Gasoline by EPA 8015 [10 day]	Water	\$100.00	\$100.00



INVOICE

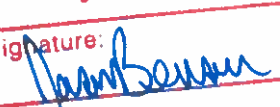
Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Invoice Total: \$1,061.00

APPROVED FOR PAYMENT	
Signature: 	Date: 
PO#:	
(or) Acct #:	



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill ✓
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 2075207-UKIAHLF
Date: 07/29/22
Project ID: ✓ Monitoring Wells - Quarterly
Project No: ✓ Monitoring Wells - Quarterly
PO/Reference:

Order #
22G2782

Receipt Date
07/21/22

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
5	Volatiles by EPA 8260 [10 day]	Water	\$200.00	\$1,000.00
4	Total Alkalinity by SM2320B [10 day]	Water	\$40.00	\$160.00
4	Ammonia by SM4500-NH3 G [10 day]	Water	\$85.00	\$340.00
4	Boron Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$160.00
4	Bicarbonate by SM2320B [10 day]	Water	\$40.00	\$160.00
4	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$160.00
4	Carbonate by SM2320B [10 day]	Water	\$40.00	\$160.00
4	Chloride by EPA 300.0 [10 day]	Water	\$50.00	\$200.00
4	Conductivity by SM2510B [10 day]	Water	\$40.00	\$160.00
1	Field Technician [10 day]	Water	\$812.50	\$812.50
1	Filters [10 day]	Water	\$240.00	\$240.00
4	Fluoride by EPA 300.0 [10 day]	Water	\$50.00	\$200.00
1	GeoTracker EDF File [10 day]	Water	\$671.00	\$671.00
4	Handling & Disposal [10 day]	Water	\$5.00	\$20.00
4	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$160.00
1	Turbidity Meter Rental [10 day]	Water	\$75.00	\$75.00
4	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
1	Miles [10 day]	Water	\$75.00	\$75.00
4	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$160.00
4	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$160.00
4	NB TPH as Diesel/Motor Oil by EPA 8015B [10 day]	Water	\$125.00	\$500.00
4	Total Nitrogen (NO2, NO3, TKN & Calc.) [10 day]	Water	\$145.00	\$580.00
4	pH Water by SM4500-H+ B [10 day]	Water	\$40.00	\$160.00
4	Total Dissolved Solids by SM2540C [10 day]	Water	\$75.00	\$300.00
4	Sulfate by EPA 300.0 [10 day]	Water	\$50.00	\$200.00
McC Campbell Analytical/Alpha Quote 222315				
4	NB TPH as Gasoline by EPA 8015 [10 day]	Water	\$125.00	\$500.00



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Invoice Total: \$7,373.50

APPROVED FOR PAYMENT	
Signature: <i>[Signature]</i>	Date: <i>8/8/22</i>
PO #	
(or) Acct #:	



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution Appointing Casey Thompson to the Public Spaces Commission.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Kristine Lawler, City Clerk

ATTACHMENTS:

1. City Code Sections
2. Application
3. Nomination
4. Proposed Resolution

Summary: Council will review and consider adopting a resolution appointing Casey Thompson to the At-large City or County Resident position on the Public Spaces Commission.

Background: The Public Spaces Commission (PSC) was established February 2, 2022 (see Attachment 1 for City Code Sections), and was a reformation of the Parks, Recreation, and Golf Commission (PRGC) and the Paths, Open Spaces, and Creeks Commission (POSCC). Consequently, the PSC was made up of members that came from the PRGC and POSCC; however, two of the PRGC members opted not to serve on the PSC, leaving two vacancies that have been noticed since May 20, 2022.

Discussion: The City Clerk's office has received an application from Casey Thompson (Attachment 2) that meets the residency requirements, with no other applications having been received. Councilmember Crane, being the first in line to make a nomination to the PSC, has submitted a nomination (Attachment 3) for Casey Thompson's appointment. Therefore, Staff is recommending that Council adopt the resolution (Attachment 4) appointing Casey Thompson to the At-large City or County Resident position on the Public Spaces Commission, term to expire on August 17, 2025.

Recommended Action: Adopt Resolution appointing Casey Thompson to the At-large City or County Resident position on the Public Spaces Commission, term to expire on August 17, 2025.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

CHAPTER 4 COMMISSIONS AND BOARDS

ARTICLE 1. PUBLIC SPACES COMMISSION

SECTION:

§1000 Creation

§1001 Membership; Appointment

§1002 Term Of Office; Vacancies

§1003 Duties And Powers

§1004 Compensation

§1005 Chairperson; Officers

§1000 CREATION

There is hereby created a Public Spaces Commission. This advisory body shall report to the City Council. (Ord. 783, §1, adopted 1982; Ord. 916, §2, adopted 1990; Ord. 1020, adopted 1999; Ord. 1219, §2, adopted 2022)

§1001 MEMBERSHIP; APPOINTMENT

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

All members of the Commission shall be appointed by the City Council. (Ord. 783, §1, adopted 1982; Ord. 890, adopted 1989; Ord. 916, §2, adopted 1990; Ord. 935, §2, adopted 1993; Ord. 1020, adopted 1999; Ord. 1100, §1, adopted 2007; Ord. 1159, §1, adopted 2015; Ord. 1219, §2, adopted 2022)

§1002 TERM OF OFFICE; VACANCIES

All appointments to this Commission shall be for a term of three (3) years. Reappointments to the Commission shall be pursuant to Chapter 4, Article 5 of this division. (Ord. 783, §1, adopted 1982; Ord. 916, §2, adopted 1990; Ord. 1020, adopted 1999; Ord. 1219, §2, adopted 2022)

§1003 DUTIES AND POWERS

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

- A. Solicit, collate, and analyze public input on the wise use of public spaces.
- B. Provide recommendations and advice to both City staff and the City Council based on said public input.
- C. If deemed necessary by the Commission, form working groups in collaboration with City staff to explore and formulate advice or recommendations on specific areas regarding the wise use of public spaces.
- D. Commission activities related to solicitation, review, and analysis of public input shall be guided by the Community Outreach Plan. The Commission shall prepare and annually update a Community Outreach Plan to be approved by City Council. The Community Outreach Plan will guide the methodology, scheduling, and tracking of the Commission's community engagement.
- E. The Commission shall hold at least six (6) regular meetings per year as scheduled and noticed in compliance with the annually updated Community Outreach Plan. It shall adopt rules for the transaction of business which shall be included in the Community Outreach Plan.
- F. The Commission shall keep a record of its transactions, findings, recommendations, and any other action item, which record shall be a public record. (Ord. 783, §1, adopted 1982; Ord. 916, §2, adopted 1990; Ord. 1020, adopted 1999; Ord. 1219, §2, adopted 2022)

§1004 COMPENSATION

The members of the Commission shall receive no compensation, except such traveling expenses as are authorized by law. (Ord. 783, §1, adopted 1982; Ord. 916, §2, adopted 1990; Ord. 1219, §2, adopted 2022)

§1005 CHAIRPERSON; OFFICERS

The Commission shall elect a chairperson from among its members for a term of one year and may elect such other officers as it may determine. (Ord. 783, §1, adopted 1982; Ord. 916, §2, adopted 1990; Ord. 1219, §2, adopted 2022)

Disclaimer: The City Clerk's office has the official version of the Ukiah City Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.cityofukiah.com/>

City Telephone: (707) 463-6217

[Code Publishing Company](#)

CHAPTER 4

COMMISSIONS AND BOARDS

ARTICLE 5. COMMISSIONS AND BOARDS GENERALLY

SECTION:

§1200: Terms Of Commission Or Board Members Limited

§1201: Vacancy For Absence

§1202: Residency

§1203: Right Of Appeal

§1200 TERMS OF COMMISSION OR BOARD MEMBERS LIMITED

All members of commissions and boards appointed by the city council shall serve at the will and pleasure of the city council and may be removed at any time during their term of office with or without cause upon a motion of any council member and a four-fifths (4/5) vote of the city council. There shall be no limit on the number of terms a member of a commission or board may serve. (Ord. 559, §1, adopted 1964; Ord. 889, adopted 1989; Ord. 955, §1, adopted 1995; Ord. 1034, §1, adopted 2001)

§1201 VACANCY FOR ABSENCE

Any member of a commission or board who fails to attend three (3) meetings in any consecutive four (4) month period without the approval of the commission or board shall be automatically removed from office and his or her position shall be deemed vacant. The city council shall fill the resulting vacancy as any other vacancy thereon. (Ord. 559, §1, adopted 1964; Ord. 721, §1, adopted 1978; Ord. 935, §3, adopted 1993)

§1202 RESIDENCY

At the time of appointment, unless otherwise indicated, commission members shall be residents of the city. If commissioners move outside the city limits after appointment, their terms are thereby terminated. (Ord. 718, §6, adopted 1978; Ord. 804, §1, adopted 1983)

§1203 RIGHT OF APPEAL

Notwithstanding any other provision of this code, individual members of the city council and the city manager shall have the right of appeal to the city council of any action taken by any commission, board or agency of the city. Appeals under this section of decisions by the planning commission shall comply with the following requirements: The appeal must be in writing, state the reasons for the

appeal, and be filed with the city clerk within ten (10) days of the date of the decision was made. An appeal that does not comply with the requirements of this section is not valid and shall not be considered by the city council. (Ord. 770, §1, adopted 1981; Ord. 1049, §1, adopted 2003)

The Ukiah City Code is current through Ordinance 1224, passed April 6, 2022.

Disclaimer: The City Clerk's office has the official version of the Ukiah City Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

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[Code Publishing Company](#)



City of Ukiah

Office of the City Clerk

300 Seminary Avenue
Ukiah, CA 95482

APPLICATION FOR PUBLIC SPACES COMMISSION



NAME: Cathy First Thompson Last

STREET ADDRESS: [REDACTED]

CITY: Ukiah STATE: CA ZIP CODE: 95482

PHONE: Home [REDACTED] Work/Cell [REDACTED] Email: [REDACTED]

Please attach a resume or description outlining your educational background and/or experience, and complete all questions on this application (If there is not enough room in the field, please use an attached page. Incumbents that are applying for reappointment need not fill out the questionnaire.)

1. Why are you applying to serve on the City of Ukiah's Public Spaces Commission?

I want to give back to my community. I want to ensure the city endorses and promotes disc golf. I also want to develop bike trails and river/creeks walks.

2. What is your understanding of the purpose, role and responsibility of the Public Spaces Commission?

To oversee ideas and development of public spaces. I consider myself a good decision maker and all around "ideas" man.

3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Public Spaces Commission?

My general knowledge of Ukiah's public space as well as my almost 30 years in the disc golf community.

4. What do you believe is the single most important public spaces issue facing our community? And why??

Lack of planning, especially along the East side of 101, such as the Russian River.

5. In your opinion what type or types of public spaces development or recreational and golf programs should the City encourage?

Disc golf since it is free, recreational, environmental, and abundant. And growing. ☺
(not BALL golf)

6. In your opinion what type or types of public spaces development or recreational and golf programs should the City discourage?

Un environmentally friendly ones, such as "ball" golf, but I would prefer to not have on anyone's hobby. That is inappropriate.

7. What kind of ideal community do you envision for Ukiah?

One w/ bike trails, river/creek trails, and a positive disc golf environment.

8. Are you interested in serving on any other Boards or Commissions of the City? If so, which one(s)?

No.

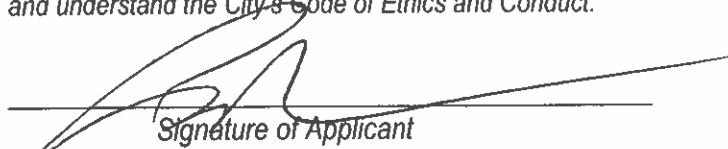
9. Diversity, Equity, and Inclusion are priorities for the City of Ukiah. Tell us about your experience working with diverse groups and how you would work to create an environment that is welcoming, inclusive, and increasingly diverse?

I've run my own business for 7 years now at Thompson Tax. I have 0 employees and a very diverse clientele, I am proud of.

10. Is there anything you would like to add?

the City of Ukiah needs me. I'm a savvy "Dea" man, business man and investor.

Thank you.
I declare under penalty of perjury under the laws of the State of California that I am a resident of the City of Ukiah, California, registered to vote in the City of Ukiah, and that all information stated in this application and all attached pages are true, correct and complete. I also acknowledge that if appointed, I will be subject to filing a Form 700 Statement of Economic Interest*, and I have read and understand the City's Code of Ethics and Conduct.


Signature of Applicant

8.4.22
Date

*Form 700 – Every elected official and public employee who makes or influences governmental decisions is required by State Law to submit a Statement of Economic Interest, also known as the Form 700. The Form 700 provides transparency and ensures accountability in two ways:

1. It provides necessary information to the public about an official's personal financial interests to ensure that officials are making decisions in the best interest of the public and not enhancing their personal finances.
2. It serves as a reminder to the public official of potential conflicts of interest so the official can abstain from making or participating in governmental decisions that are deemed conflicts of interest.

Resume/Experiiece

Ukiah High School - Frisbee Golf Club Homecoming Champions 1997. Club - Founder. Graduate.

University of Nevada Reno 1997-1999. Undergrad business school .

University of Brighton, England. Travel abroad program. 2000

Cal Polytechnic Pomona Degree: B.S. - Business MGMT & HR
Specializing in Entrepreneurship. 2002

Yosemite National Park Summers 2000,2002 valley. 2003,2004,
2006 Merced Lake High Sierra Camp, Remote back country.

Thompson Tax 2010- Present. Independent small business with
200 clients, completely self managed since 2015.

Women's Softball Sponsorship, 2012-2015 and 2021.

Friends of Low Gap park, participant. 1 1/2 years, 2013-2014

Disc golf community - Frequent player organizer of the nearby
25 or so courses.

MEMORANDUM

Date: August 10, 2022
To: Kristine Lawler, City Clerk
From: Douglas F. Crane, Councilmember
Subject: Nomination for Public Spaces Commission

I nominate Casey Thompson for the Public Spaces Commission as an At-large Representative, to be considered at the August 17, 2022, Regular City Council meeting.

Signature 

RESOLUTION NO. 2022-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPOINTING CASEY THOMPSON TO THE PUBLIC SPACES COMMISSION**

WHEREAS, The Public Spaces Commission (PSC) was established February 2, 2022, and was a reformation of the Parks, Recreation, and Golf Commission (PRGC) and the Paths, Open Spaces, and Creeks Commission (POSCC), whose members became the PSC member; and

WHEREAS, two of the PRGC members opted to not serve on the PSC, leaving two vacancies; and

WHEREAS, the vacancies have been noticed since May 20, 2022; and

WHEREAS, the City Clerk's office has received an application from Casey Thompson that meets the residency requirements; with no other applications having been received; and

WHEREAS, the City Clerk's office has received a nomination from Councilmember Crane for the appointment of Casey Thompson.

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council does hereby appoint the following person and term:

BOARD/ COMMISSION	NAME	POSITION	TERM ENDING
Public Spaces Commission	Casey Thompson	At-large City or County Representative	8/17/2025

PASSED AND ADOPTED this 17th day of August, 2022, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Purchase of a Replacement Symmetra LX Power Array Battery Backup for the Ukiah Police Department Including Installation in the Amount of \$35,208, and Approval of Corresponding Budget Amendment.

DEPARTMENT: Police

PREPARED BY: Scott Shaver, I.T. Manager, Mary Horger, Financial Services Manager, Tracey Porter, Communications/Records Supervisor, Ryan Burkhart, IT Manager

PRESENTER: Ryan Burkhart, Information Technology Manager.

ATTACHMENTS:

1. DESIGN quote

Summary: Council will consider approving the purchase of a replacement Symmetra LX Power Array Battery Backup for the Ukiah Police Department (UPD), to provide continued backup power and voltage conditioning for the Dispatch Center and Ukiah Police Department server room in the event of power outages and voltage fluctuations, and consider approval of a corresponding budget amendment.

Background: The current LX Battery Backup was purchased over thirteen years ago and serves as a battery backup system for our UPD Dispatch Center and Server Room. The LX Battery Backup is at end of service life and warranty support ends 8/2/22. City of Ukiah Information Technology has negotiated warranty support to be maintained during the replacement period, to allow for planning and receiving of the replacement equipment and batteries with installation.

Discussion: The Ukiah Police Department is in constant need of a battery backup system that will provide power in the event of outages and voltage fluctuations. All UPD Dispatch computers and PD Server Room servers are protected by the current LX Battery Backup, and represent a component of Public Safety for all UPD operations and officers in the field. A quote was received from The DESIGN Group in the amount of \$35,208 for the purchase and installation, as well as on-site start-up, of a Symmetra LX Power array unit. Please see Attachment 1 for a copy of the quote. This system matches the other systems already in place. The price is higher than originally quoted for budget preparation due to material increases. Therefore, a budget amendment is being requested to cover the increased difference.

It is therefore Staff's recommendation to approve the purchase of a battery backup system from The DESIGN Group in the amount of \$35,208, and approve the requested corresponding budget amendment.

Recommended Action: Approve the purchase of a replacement Symmetra LX Power Array Battery Backup for the Ukiah Police Department including installation from The Design Group, for the amount of \$35,208.00, and approve a corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10020210.54100.18330: \$28,727

PROPOSED BUDGET AMOUNT: 10020210.54100.18330: \$35,208

FINANCING SOURCE: General Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

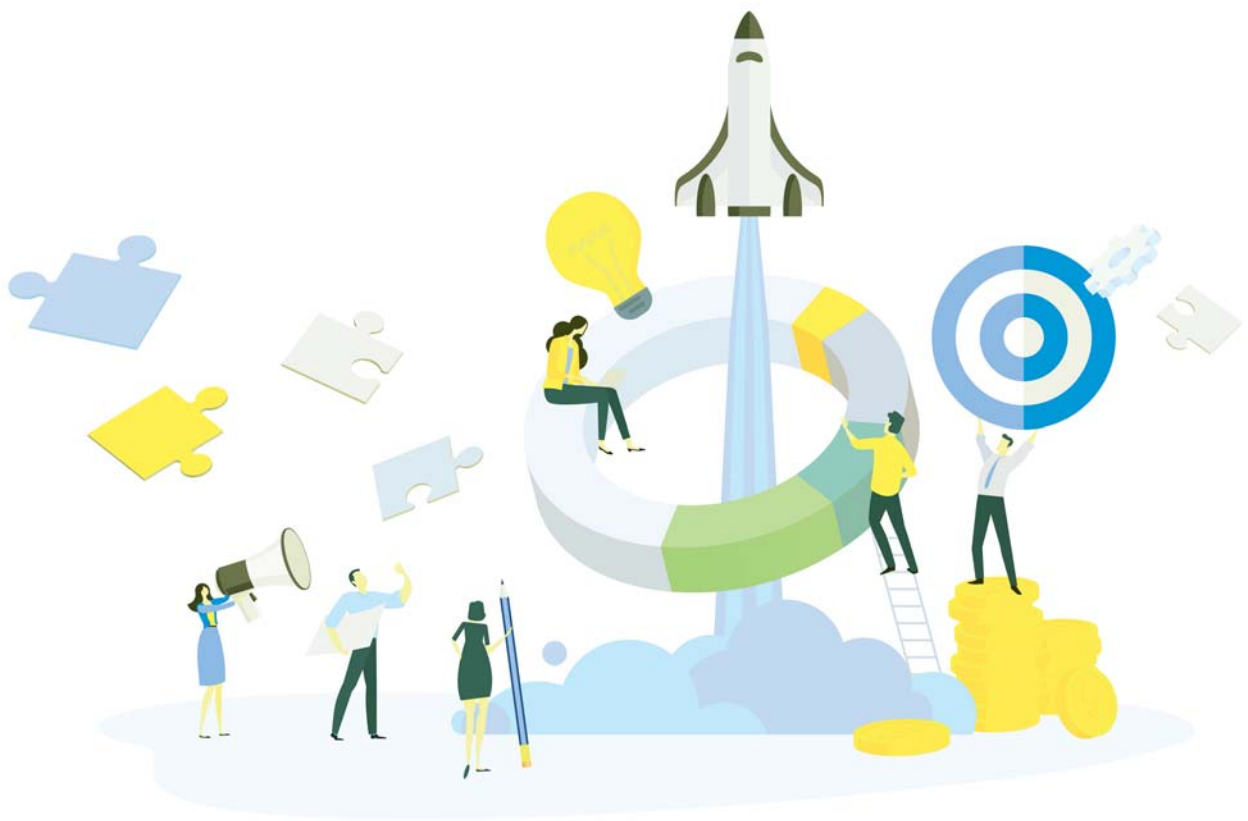
COORDINATED WITH: Scott Shaver-IT Special Projects, Ryan Burkhart-IT Manager, and Mary Horger-Financial Services Manager.

Approved: 
Sage Sangiacomo, City Manager

Project Proposal

UPS

Quote # 1272, Version 1



Prepared by

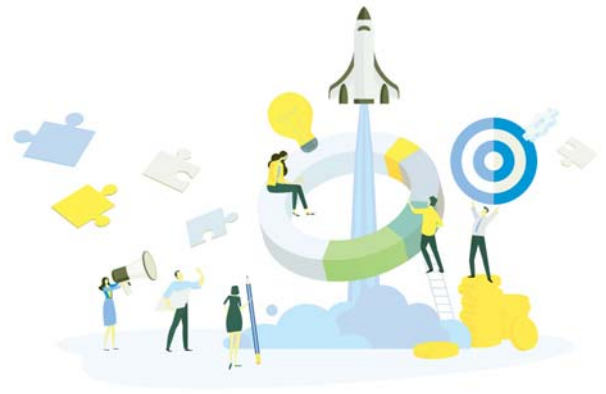
Jack Goss
Regional Sales Director
The [RE]DESIGN Group
jgoss@redesign-group.com

Prepared for

Ryan Burkhard
IT Manager
City of Ukiah
rburkhart@cityofukiah.com

[RE]DESIGN

The Future Belongs to the Curious



City of Ukiah | UPS

Quote # 1272, Version 1

Delivered: August 10, 2022

Valid through: September 9, 2022

Prepared by

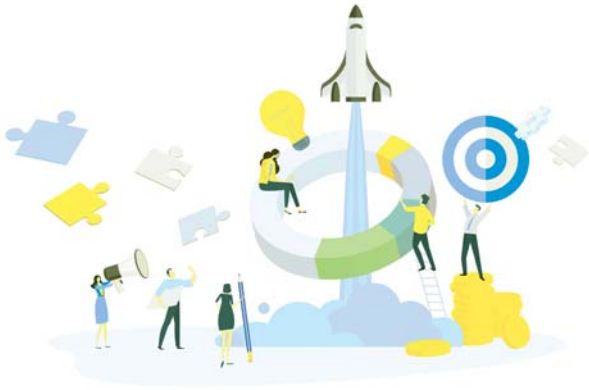
Jack Goss
The [RE]DESIGN Group
2629 Manhattan Ave, Suite 307
Hermosa Beach, CA 90254
jgoss@redesign-group.com

Prepared for

Ryan Burkhard
IT Manager
City of Ukiah
rburkhart@cityofukiah.com

UPS

Description	Price	Qty	Ext. Price
UPS	\$35,208.00	1	\$35,208.00
CS-CITY OF UKIAH-Symmetra LX - Power array - Online - AC 120/208/240 V (47 - 63 Hz) - 12800 Watt/16000 VA - Interfaces		1	
CS-CITY OF UKIAH-UPS - Internal - Online - AC 120/208 V (47 - 63 Hz) - 3200 Watt / 4000 VA		1	
CS-CITY OF UKIAH-UPS battery - Lead-Acid battery - 12 V		1	
CS-CITY OF UKIAH-APC - APC Scheduled Assembly Service and Start-Up Service - on-site		1	
Subtotal:			\$35,208.00



City of Ukiah | UPS
Quote # 1272, Version 1

Delivered: August 10, 2022
Valid through: September 9, 2022

Quote Summary

Description	Amount
UPS	\$35,208.00
Total:	\$35,208.00

Acceptance of this Quote is binding and the above item(s) will be purchased in reliance thereon. All sales are final. After orders are placed, a final invoice will be provided that shall include all applicable taxes, shipping charges, and payment terms not included herein. Any invoice amounts not timely paid will be subject to a daily interest charge, at the prorated amount of 1.5% per month, or at the highest interest rate allowable under California law. By signing below, the above-named Company, acting under due and proper authority, hereby agrees that this Quote constitutes a binding Agreement with The [RE]DESIGN Group.

The [RE]DESIGN Group

City of Ukiah

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Date: _____



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Negotiate and Execute an Amendment to the Ukiah Western Hills Open Land Acquisition and Limited Development Agreement for Electrical Utility and Communication Infrastructure; and Approve a Corresponding Budget Amendment if Necessary.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Maya Simerson, Project & Grant Administrator

PRESENTER: Maya Simerson, Grant and Project Administrator.

ATTACHMENTS:

1. COU 2122-201 Property Exchange and Development Agree with Exhibits

Summary: Staff is requesting Council approval for the City Manager to negotiate and execute an amendment to the Ukiah Western Hills Open Land Acquisition and Limited Development Agreement for Electrical Utility and Communication infrastructure, and consider approval of a corresponding budget amendment if necessary.

Background: In March of 2022 Council approved an agreement with David Hull for a Property Exchange and Limited Development Agreement (Attachment #1). Part of this agreement referred the needed electrical infrastructure for the development portion of the project (section 2.2.5). Since the execution of that agreement the City has further evaluated it's needs and determined it requires additional City specific electric and communication utilities to be installed.

Discussion: Mr. Hull is currently working on installing infrastructure, both for water and electric, within the driveway extending off of Redwood Ave. To capitalize on the existing work taking place on the project site at this time, the City would like to amend the agreement with Mr. Hull to install additional infrastructure that will benefit the City. Specifically, there is an anticipated cost savings to the City to have the work completed in joint trenches and prior to Mr. Hull paving the private roadway. Note: the City has an easement within the private roadway that was granted with the original agreement.

Staff is currently finalizing the scope of work and negotiating a price. Staff will provide a supplementary memo to Council regarding this item prior to the Council meeting.

In an effort to realize the best cost savings and economy to scale, Staff recommends that Council authorize the City Manager to negotiate and execute an amendment to the Ukiah Western Hills Open Land Acquisition & Limited Development Agreement for Electrical Utility infrastructure; and approve a corresponding budget amendment if necessary.

Recommended Action: Approve the City Manager to negotiate and execute an amendment to the Ukiah Western Hills Open Land Acquisition and Limited Development Agreement for Electrical Utility and Communication infrastructure, and approve a corresponding budget amendment if necessary.

BUDGET AMENDMENT REQUIRED: TBD

CURRENT BUDGET AMOUNT: TBD

PROPOSED BUDGET AMOUNT: TBD

FINANCING SOURCE: 80126100.80210 PC 18305

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU 2122-201

COORDINATED WITH: Maya Simerson, Program Administrator, Sage Sangiacomo, City Manager, David Rapport, City Attorney, Cindy Sauers, Electric Utilities Director, and Dave Hull, Property Owner.

Approved:


Sage Sangiacomo, City Manager

PROPERTY PURCHASE-SALE / EXCHANGE AND DEVELOPMENT AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions (“**Agreement**”) is made and entered in Ukiah, California, on March 25, 2022 (“**Effective Date**”) by and between David J. Hull, individually as Trustee of the David J. Hull Living Trust, and D&J Investments, LLC, a California limited liability company (collectively “**Hull**” or “**Developer**”), on the one hand, and the City of Ukiah, a general law municipal corporation (“**City**”), on the other hand.

RECITALS

A. Hull owns approximately 693 acres of real property in or near Ukiah, CA, and the City owns one parcel of real property as depicted on the map attached to this Agreement as **Exhibit A**. The properties owned by Hull are more particularly described in the attached **Exhibit B**. (“**Hull Properties**”). Except for road work, vegetation management, grading, drainage, well drilling, and similar activities, the Hull Properties are undeveloped parcels located in the hills on the west side of the City and outside the City’s current jurisdictional boundaries but partially inside its sphere of influence adopted by the Mendocino Local Agency Formation Commission (“**LAFCo**”) in 1984 (“**Western Hills**”).

B. City owns certain real property depicted on **Exhibit A** and more particularly described in **Exhibit C** attached hereto (“**City Property**”), which is adjacent to the Hull Properties. City also owns two parcels of real property located in the City of Ukiah on the southwest and southeast corners of Gobbi and Orchard Streets (collectively “**Gobbi Properties**”), which are approximately 8/10ths of an acre (the “**Former Substation Property**”) and 9/10ths of an acre (“the **Adjacent Substation Property**”). The Former Substation Property and Adjacent Substation Property are more particularly described in the attached **Exhibits D** and **E**, respectively. The City also owns two parcels of real property assigned AP No’s 003-190-08 & 003-500-19, outlined in blue and orange on **Exhibit A-1** (“**San Jacinta Properties**”). The San Jacinta Properties are more particularly described in **Exhibit F**.¹

C. By this Agreement the parties, among other things, agree to cooperate in and facilitate a project (the “**Ukiah Western Hills Open Land Acquisition and Limited Development**”).

¹ The terms and conditions negotiated by the parties and embraced by this Agreement were based, in part, on the City’s belief and representations that the San Jacinta Properties are comprised of two legal parcels. Preliminary title reports indicate that the San Jacinta Properties consist of one legal parcel with two Assessor’s Parcel Numbers. Further title research indicates that the City Engineer may be able to issue Certificates of Compliance, pursuant to Gov. Code §66499.35, to re-establish the two parcels within the lands comprising the San Jacinta Properties that were established in compliance with the requirements in effect, when those two parcels, or larger parcels of which they were a part, were created. Issued Certificates of Compliance will confirm the compliance of those two parcels and allow for their sale and development. As soon as the City Engineer receives information needed to confirm the prior existence of the two parcels, the City Engineer will issue the Certificates of Compliance, which could be before or after Close of Escrow.

Agreement Project” or **“Project”**) to further the interests of the City in preserving and providing public access to open space in the Western Hills and to develop single-family residential parcels, and the interests of Hull to, among other things, develop and sell those parcels. The Project and Mitigated Negative Declaration was approved by City Council on September 15, 2021. Conditions of approval are included as **Exhibit G**. The Project will, among other things: advance open space preservation; provide possible sites for critical public infrastructure for City utilities, including, but not limited to water tanks to supply and improve the reliability of the City’s water system and electrical resiliency projects for energy production and storage; facilitate the development of single family homes to assist in meeting the goal of increasing by 32 units over the next eight years housing for above moderate income families as required by the Housing Element in the City’s General Plan; and, support the future development of hiking trails and other compatible recreation resources. The Ukiah Western Hills Open Land Acquisition and Limited Development Project will also facilitate the commercial development of the Gobbi Properties.

D. To achieve the goals of the Project under the terms as set forth in this Agreement, the parties, among other things, agree to and intend by this Agreement that:

1. They exchange the Gobbi Properties and San Jacinta Properties for the “Hull Properties (City Portion)”²;

2. The City make a cash payment to Hull of One Million Two Hundred Thousand Dollars (\$1,200,000.00) (**“Payment”**), representing the difference in value between the Gobbi Properties and San Jacinta Properties, on the one hand, and the Hull Properties (less the value associated with Hull’s rights to seven residential parcels therein, as provided in this Agreement), on the other hand;

3. Upon Close of Escrow, the parties perform in accordance with Section 2 of this Agreement (set forth below), including but not limited to:

a. The City shall apply to LAFCo for out of area service agreement(s) and to annex at least a portion of the Hull Properties;

b. Hull shall retain the exclusive right and sole discretion to develop, sell, and retain the entirety of the proceeds from the sale of, up to seven residential parcels to be made part of a private, gated, residential development on approximately 55 acres of land located in the eastern portion of the Hull Properties (**“Hull Residential Parcels,”** the approximate location of which is more particularly described in the attached **Exhibit H**) by, among other things, completing boundary line adjustments of the parcels comprising the Hull Properties and City Property (the

² The sale and exchange does not include all of the Hull Properties. Hull is maintaining ownership and all right, title, and interest in and to the two legal parcels described as Parcels 1 and 2 within the Hull Properties, which lands are part of the properties described in this Agreement as the Hull Residential Parcels. The parcels are labeled as “Par 1” and “Par 2” in Exhibit A attached hereto, and they are more particularly described and shown in Exhibit H attached hereto. The phrase **“Hull Properties (City Portion)”** shall refer to the entirety of the Hull Properties excepting Parcels 1 and 2 as described in this footnote.

Hull Properties and City Property may be collectively referred to in this Agreement as the “**Hull-City Properties**”) as well as parcels not included within such lands to accommodate the development of a single family home and other structures permitted under applicable zoning and other land use laws on each of the Hull Residential Parcels, and to deeded access, and certain road improvements and public or private utilities to those parcels;

c. Hull shall reserve, retain, and/or be granted the exclusive right and power to use nine (9) of the ten (10) legal parcels comprising the Hull-City Properties and to boundary line adjust all ten (10) legal parcels that lie within the Hull-City Properties for purposes of (1) developing and selling up to seven (7) legal parcels in the Hull Residential Parcels for single family residential use and (2) to reconfigure parcels outside of the Hull-City Properties for sale and or development. In doing so, Hull shall have the exclusive right and discretion to cause boundary line adjustments to all ten (10) legal parcels that are situated within the Hull-City Properties to lands both within and outside the Hull-City Properties, all at Hull’s sole expense and with City’s cooperation as may be required, in accordance with this Agreement and as is lawful, leaving City with sole and exclusive ownership and use of one legal parcel encompassing all of the lands comprising the Hull-City Properties that are not part of the Hull Residential Parcels.

d. Hull shall reserve an exclusive easement on the Road (defined below) as it is situated on the Hull Residential Parcels and will convey to the City a non-exclusive easement along said Road for access and utilities as provided in this Agreement for the benefit of the remainder of the Hull Properties and the City Property and Hull shall reserve a non-exclusive access and utilities easement on the Road, including the road’s adjoining segment that branches southerly, for the benefit of the San Jacinta Properties;

e. Upon their acquisition, the City shall retain title to the Hull Properties (City Portion) outside the lands comprising the Hull Residential Parcels (“**Open Space Parcels**”) as undeveloped open space for environmental protection and other public purposes which it has pre-zoned Public Facilities (PF) and upon annexation shall zone the lands comprising the Open Space Parcels as PF and the Hull Residential Parcels as R1-H.

4. Contemporaneous with the Closing, the parties shall record a memorandum or similar instrument, the effect of which is to record, preserve, protect, and provide notice of Hull’s reserved rights and interests in and to the Hull Properties and related matters, including as provided in this Agreement.

[END OF PAGE]

TERMS

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement and the Recitals above, which are hereby incorporated by reference, the parties agree as follows:

1. TRANSFER AND PURCHASE AND SALE OF HULL PROPERTIES, GOBBI PROPERTIES AND SAN JACINTA PROPERTIES

1.1 TRANSFER; PURCHASE & SALE; ESCROW; TITLE.

1.1.1 Transfer, Purchase & Sale. Subject to and in consideration of the terms and conditions in this Agreement:

(a) Hull shall transfer by grant deed all right, title, and interest in and to the Hull Properties (City Portion) to City;

(b) City shall transfer to Hull by grant deed all right, title, and interest in and to the Gobbi Properties and San Jacinta Properties; and,

(c) City shall pay to Hull the Payment of One Million Two Hundred Thousand Dollars (**\$1,200,000**).

Except for that affixed to the land, the properties that are the subject of this Agreement do not include personal property located thereon. Title to the properties shall be transferred on the Closing Date in accordance with the terms and conditions of this Agreement.

1.1.2 Establishment of Escrow; Deposit; Balance of Payments. Within three (3) business days after the Effective Date, the parties shall open an escrow with Redwood Empire Title Company of Mendocino County ("**Escrow Agent**" or "**Title Company**") for the purposes of transferring title to the properties as provided and contemplated in this Agreement. Upon opening escrow, the City shall deposit with the Escrow Agent One Hundred Twenty Thousand Dollars (**\$120,000.00**) ("**Deposit**") representing 10% of the Payment, which shall be applied to the Payment on the date escrow closes, which shall be on or before the date that is thirty (30) days from the Effective Date ("**Closing Date**" or "**Close of Escrow**") unless either party gives written notice that, based on specified good cause, it needs additional time to conduct due diligence, in which case the Closing Date shall extend to no more than sixty (60) days from the Effective Date. The balance of the Payment shall be deposited by City into escrow with the Escrow Agent on or before the Closing Date.

1.1.3 Title Objections. Within ten (10) days following the Effective Date, (a) Hull shall cause Title Company to prepare and deliver to City a current preliminary report on the Hull Properties (City Portion) and City shall cause Title Company to prepare and deliver to Hull a current preliminary title report on the Gobbi Properties and the San Jacinta

Properties, together with copies of all recorded title exceptions shown in the respective title reports, and (b) each party shall deliver to the other copies of any ALTA or other surveys of their respective properties in their respective possession or control. Each party shall bear the cost of preparing the title report on the property it will receive as a result of the transfers under this Agreement. Each party shall have ten (10) days after delivery of those materials to notify the other party in writing of any objections to any title exceptions shown in the respective title reports or any matters reflected on any surveys provided by the party or otherwise obtained by either party. A party's failure to timely provide written disapproval of the exceptions in the respective title reports or matters contained in the survey(s), if any, shall be deemed approval by that party of the exceptions and matters shown in such materials; provided, however, that Hull and City shall be obligated to cause all monetary liens and encumbrances constituting objectionable title exceptions (other than current real property taxes and assessments, not delinquent) to be removed from title of their respective properties (Hull as to the Hull Properties (City Portion) and City as to the Gobbi Properties and the San Jacinta Properties) on or before the Closing Date. If, on or before the Closing Date, either party is unable or unwilling to remove any such objectionable title exceptions from title to the property they are conveying to the other party, the prospective transferee shall either waive its prior disapproval of such objectionable title exceptions in writing and proceed under this Agreement, or terminate this Agreement by written notice to the other party (in which event this Agreement shall terminate without default by either party). The title exceptions and other matters approved as provided in this section are hereinafter referred to as the **"Permitted Exceptions."**

1.2 CONDITION OF PROPERTY.

1.2.1 Deliveries & Investigation. Within ten (10) days following the Effective Date, each party shall deliver to the other party copies of any environmental reports or assessments, geological studies, seismic studies, water reports, timber surveys, soils reports and studies, plans, specifications, drawings, property tax bills, insurance claims, inspection reports, licenses, permits or approvals of governmental authorities, material correspondence with governmental authorities, and other documents, materials and information material to the use and occupancy of the properties that party is transferring under this Agreement (**"Relevant Materials"**), which are in the possession or control of each party. If either party has knowledge of Relevant Materials that are not in its possession or control, within this same time period, said party shall notify the other party of their existence and possible location. Either party may also conduct its own tests and investigation into the properties that party is obtaining under this Agreement, both physical and non-physical and including, but not limited to, zoning, regulations, matters contained in searchable files of the County of Mendocino or the City of Ukiah and the items addressed below in section 1.2.2, and is hereby advised to do so. Each party shall have ten (10) days from the receipt of the Relevant Materials to review the other party's deliveries and disclosures and to conduct its own tests and investigation and to give written notice to the other party of any unacceptable conditions. Throughout the term of this Agreement until the Closing Date, each party shall also deliver to the other party such other documents, materials and information relating to its property as said party is obligated to deliver to the other party under applicable law. If Relevant Materials are discovered or generated after the required delivery date for such materials prescribed above, the party who would otherwise be obligated to deliver such materials to the other party shall promptly deliver the after-discovered or generated material to

the other party, and the recipient party shall have five (5) days from the date of delivery to review it and give written notice to the delivering party of any unacceptable conditions. The City acknowledges prior receipt of Relevant Materials from Hull concerning the Hull Properties as of December 21, 2019; Hull shall deliver any additional Relevant Materials regarding such properties to the City within the referenced ten (10) day timeframe.

1.2.2 Inspection of Property. As of the Effective Date, each party shall afford the other party and its agents, consultants and representatives, access to its respective properties at all reasonable times for the purpose of allowing the other party to inspect and conduct studies thereof. Each party shall reasonably cooperate with the other party in entries onto, and inspections and studies of its properties. Each party shall indemnify and hold the other party harmless from any claims, demands, liabilities, costs, damages, or expenses based on injuries to persons, including death, and damage to real or tangible personal property, caused by the other party's inspections, investigations, studies, and testing of the property it is to receive under this Agreement. Said indemnification shall include the costs of defense, including attorney's fees and litigation expenses. For the time either party has access to and a right to inspect the other party's properties, the City shall furnish Hull with a copy of the currently effective Memorandum of Coverage ("MOC") from California Intergovernmental Risk Authority ("ICRA"), and shall also provide an endorsement or equivalent document, which shall name Hull as an additional insured (or similar designation) under the MOC, and Hull shall provide the City with proof of insurance in accordance with **Exhibit I**, attached hereto. Either party's direct obligation to indemnify the other party only applies to the extent ICRA or Hull's insurer fails to provide full coverage to the other party as an additional insured. Either party shall have fifteen (15) days from the Effective Date to conduct physical inspections as provided herein, as well as any non-physical inspections and examinations into the properties that party is to acquire under this Agreement, and to give written notice to the other party of any unacceptable conditions, including any applicable or required Phase I Environmental Study.

1.2.3 Either party shall be deemed to have waived, and thereby approved, any disapproval or objection to the condition of the properties that party is to obtain under this Agreement, unless it has given the other party written notice of those disapprovals or objections within the time periods described in sections 1.2.1 and 1.2.2 above; this includes any Phase I Environmental Study. If either party disapproves or objects to a condition within the applicable time periods prescribed by this Agreement, the other party may elect, but is not required, to remedy the disapproved or objectionable condition to objecting party's satisfaction prior to the Close of Escrow in which case any such condition shall be deemed satisfied; otherwise, each party's sole remedy shall be to (a) waive the condition or (b) terminate this Agreement, which shall, in that event, be deemed without default by either party.

1.2.4 Hull's Representations and Warranties. Subject to and other than as may be disclosed by the title reports, surveys, documents, information, and within the scope of permissible testing, studies, and investigations referenced in Sections 1.1.3 through 1.2.3, in the "**Easement, Road Access, and Maintenance Agreement**" entered by the parties and Adonis and Sarah Noguera contemporaneous herewith, or in Mendocino County Superior Court case numbers SCUK CVG 18-71292 and SCUK CVG 18-71805 ("**the Actions**"), all of which constitute Relevant Materials, Hull hereby makes the following representations and

warranties to City, to the best of Hull's knowledge without investigation, which representations and warranties shall be effective and enforceable as of the Effective Date, and (b) shall survive the Closing Date and continue thereafter, and, City otherwise acknowledges and agrees that Hull makes no other representations, warranties or covenants as to the Hull Properties.

(a) Except as provided in this Agreement, on the Close of Escrow no parties will be in occupancy of the Hull Properties (City Portion) or hold any possessory right in or to the Hull Properties (City Portion), or any portion thereof, other than Hull and Ukiah Wireless.

(b) Other than Ukiah Wireless and as provided in section 2.2.5(b), on the Close of Escrow: no parties will possess any option to purchase or lease, or any right of first refusal to purchase or lease, the Hull Properties (City Portion) or any portion thereof; there are no unrecorded leases, occupancy agreements, easements, rights-of-way, restrictive covenants, liens, encumbrances, claims or other adverse rights affecting the Hull Properties (City Portion) or any portion thereof; and there are no unrecorded agreements or obligations relating to the Hull Properties (City Portion) which will be binding upon City following the Closing Date, except as provided in this Agreement.

(c) The Hull Properties (City Portion) are not now, and have not been at any time in the past, a site or location for the use, generation, production, manufacture, treatment, storage, disposal, discharge, release or transportation of Hazardous Materials (as defined in this Agreement); the Hull Properties (City Portion) are in full compliance with all Hazardous Materials Laws (as defined in this Agreement); there are no existing or former agreements or pending or threatened proceedings regarding Hazardous Materials on the property; there are, and have been, no underground or above ground storage tanks installed on or under, or removed from, the property containing or having contained Hazardous Materials; and, Hull has no knowledge that any property adjoining the Hull Properties (City Portion) contains or may contain Hazardous Materials. For the purposes of this Agreement, "**Hazardous Materials**" shall mean any oil or petroleum products, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials or other hazardous or toxic substances, material or waste which is or becomes regulated by any federal, state or local governmental authority; and "**Hazardous Materials Laws**" means all federal, state and local statutes, ordinances, rules and regulations relating to Hazardous Materials, including those pertaining to health, safety, industrial hygiene or the environment, such as, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, and any similar state laws.

(d) Hull has previously delivered to City, or within the period of time provided for in this Agreement shall deliver to City, true, correct and complete copies of all environmental reports or assessments, geological studies, seismic studies, water reports, timber surveys, soils reports and studies, plans, specifications, drawings, property tax bills, insurance claims, inspection reports, licenses, permits or approvals of governmental authorities, material correspondence with governmental authorities, and other material documents, materials and information relating to the Hull Properties (City Portion) which are in Hull's possession or control or known by Hull to exist.

(e) The Hull Properties (City Portion) are not located in a special flood hazard area or flood plain, and there are no wetlands located on the Property.

(f) There is no litigation pending in any court or, to the best of Hull's knowledge, threatened with respect to the Hull Properties (City Portion) or the transaction contemplated by this Agreement, but this disclosure shall not prevent City from refusing to close escrow, if the Actions have not been resolved to City's satisfaction prior to the Closing date (the fully executed Easement, Road Access, and Maintenance Agreement and the Settlement Agreement between Hull and the Nogueras shall constitute resolution of the Action satisfactory to City).

(g) Hull has not received any other notice that the Hull Properties (City Portion) maintain a condition that violates the provisions of any currently applicable law, code, ordinance, regulation, order, decree or other governmental requirement.

(h) Hull has full power and authority to enter into this Agreement and the persons signing this Agreement for Hull, if Hull is not an individual, have full power and authority to sign for Hull and to bind it to this Agreement and to sell, transfer and convey all right, title and interest in and to the Hull Properties (City Portion) in accordance with this Agreement. All proceedings required to be taken by or on behalf of Hull to authorize it to make, deliver and carry out the terms of this Agreement have been duly and properly taken. No further consent of any person or entity is required in connection with the execution and delivery of, or performance by Hull of its obligations under, this Agreement. Neither the grant of the option herein nor performance by Hull of Hull's obligations hereunder will violate or constitute an event of default under the terms and provisions of any material agreement, document or instrument to which Hull is a party or by which Hull is bound and/or to which the Hull Properties (City Portion) is subject, including any deed of trust or mortgage.

(i) As to the Hull Properties (City Portion): there are no encumbrances or liens against the properties, including, but not limited to, mortgages or deeds of trust that shall survive the Close of Escrow; Hull is not in default of any obligation under any mortgage or deed of trust affecting the properties; there are no other actual or impending, nor does Hull have knowledge of any potential, public improvements or private rights or actions which will result in the creation of any liens upon the properties, including public assessments or mechanics liens; there are no encroachments by third parties on the properties and the properties do not encroach upon the property of any third party.

(j) No other notices of violation of any ordinance, rule or regulation relating to the Hull Properties (City Portion) or Hull (in relation to such properties) have been issued to, served upon, received by or entered against Hull.

(k) The parcels comprising the Hull Properties (City Portion) comply or will comply prior to Closing with the California Subdivision Map Act (Government Code Section 66410, et seq), if and to the extent it is applicable, and any applicable local City or County codes and ordinances and other legal requirements. Hull is authorized, pending the Close of Escrow and as provided in Section 2 of this Agreement, to file for or complete any Boundary Line Adjustments or other filings or actions required to reconfigure the Hull Properties interior and / or exterior boundaries, including as approximately shown on page two of the map attached

hereto as **Exhibit J**.

Other than the representations and warranties contained in this Agreement, Hull makes no warranty or representation, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. City acknowledges it is acquiring title to the Hull Properties (City Portion) “AS IS.”

1.2.5 City’s Representations and Warranties. Subject to and other than as may be disclosed by the title reports, surveys, documents, information, and within the scope of permissible testing and investigations referenced in Sections 1.1.3 through 1.2.3, or in the Easement, Road Access, and Maintenance Agreement, all of which constitute Relevant Materials, City hereby makes the following representations and warranties to Hull, to the best of City’s knowledge without investigation, which representations and warranties (a) shall be effective and enforceable as of the Effective Date, and (b) shall survive the Closing Date and continue thereafter, and Hull otherwise acknowledges and agrees that City makes no other representations, warranties or covenants as to the Gobbi Properties or San Jacinta Properties:

(a) No parties are in occupancy of the Gobbi Properties or the San Jacinta Properties or hold any possessory right in or to the Gobbi Properties or San Jacinta Properties, or any portion thereof, other than City.

(b) No parties possess any option to purchase or lease, or any right of first refusal to purchase or lease, the Gobbi Properties or the San Jacinta Properties or any portion thereof; there are no unrecorded leases, occupancy agreements, easements, rights-of-way, restrictive covenants, liens, encumbrances, claims or other adverse rights affecting the Gobbi Properties, the San Jacinta Properties, or any portion thereof; and there are no unrecorded agreements or obligations relating to the Gobbi Properties or the San Jacinta Properties which will be binding upon Hull following the Closing Date.

(c) Except as otherwise expressly stated herein or in any separate written disclosure furnished to Hull prior to the Closing Date, the Gobbi Properties and the San Jacinta Properties are not now, and have not been at any time in the past, a site or location for the use, generation, production, manufacture, treatment, storage, disposal, discharge, release or transportation of Hazardous Materials (as defined in this Agreement); the Gobbi Properties and San Jacinta Properties are in full compliance with all Hazardous Materials Laws (as defined in this Agreement); there are no existing or former agreements or pending or threatened proceedings regarding Hazardous Materials on the Gobbi Properties or the San Jacinta Properties; there are, and have been, no underground or above ground storage tanks installed on or under, or removed from, the Gobbi Properties or the San Jacinta Properties containing or having contained Hazardous Materials; and, City has no knowledge that any property adjoining either the Gobbi Properties or the San Jacinta Properties contains or may contain Hazardous Materials. The power transformers used on the Former Substation Property were not classified as PCB transformers but distribution transformers with various levels of PCB’s could have been stored at that site. The City has not found any records and no current City employees have knowledge of PCBs being stored or used on the Former Substation Property.

(d) City has previously delivered to Hull, or within the period of

time provided for in this Agreement shall deliver to Hull, true, correct and complete copies of all environmental reports or assessments, geological studies, seismic studies, water reports, timber surveys, soils reports and studies, plans, specifications, drawings, property tax bills, insurance claims, inspection reports, licenses, permits or approvals of governmental authorities, material correspondence with governmental authorities, and other material documents, materials and information relating to the Gobbi Properties and the San Jacinta Properties which are in City's possession or control or known by City to exist.

(e) Neither the Gobbi Properties nor the San Jacinta Properties are located in a special flood hazard area or flood plain, and there are no wetlands located on the Gobbi Properties or the San Jacinta Properties.

(f) There is no litigation pending in any court or, to the best of City's knowledge, threatened with respect to, the Gobbi Properties, the San Jacinta Properties or the transaction contemplated by this Agreement.

(g) City has not received any other notice that the Gobbi Properties or the San Jacinta Properties maintain a condition that violates the provisions of any currently applicable law, code, ordinance, regulation, order, decree or other governmental requirement.

(h) City has full power and authority to enter into this Agreement and the persons signing this Agreement for City have full power and authority to sign for City and to bind it to this Agreement and to sell, transfer and convey all right, title and interest in and to the Gobbi Properties and the San Jacinta Properties in accordance with this Agreement. All proceedings required to be taken by or on behalf of City to authorize it to make, deliver and carry out the terms of this Agreement have been duly and properly taken. No further consent of any person or entity is required in connection with the execution and delivery of, or performance by City of, its obligations under this Agreement. The performance by City of City's obligations hereunder will not violate or constitute an event of default under the terms and provisions of any material agreement, document or instrument to which City is a party or by which City is bound and/or to which the Gobbi Properties or the San Jacinta Properties are subject, including any deed of trust or mortgage.

(i) There are no encumbrances or liens against the Gobbi Properties or the San Jacinta Properties, including, but not limited to, mortgages or deeds of trust; City is not in default of any obligation under any mortgage or deed of trust affecting the Gobbi Properties or the San Jacinta Properties; there are no other actual or impending, nor does City have knowledge of any, public improvements or private rights or actions which will result in the creation of any liens upon the Gobbi Properties or the San Jacinta Properties, including public assessments or mechanics liens; there are no encroachments by third parties on the Gobbi Properties or the San Jacinta Properties and neither the Gobbi Properties nor San Jacinta Properties encroach upon the property of any third party.

(j) No other notices of violation of any ordinance, rule or regulation relating to the Gobbi Properties or the San Jacinta Properties have been issued to, served upon, received by or entered against City.

(k) **Zoning.** The Former Substation Property is currently zoned Public Facilities (PF). Promptly after close of escrow, without cost to Hull, the City will initiate proceedings, as provided in Government Code Sections 65853-65857 and as otherwise required by law, to rezone the property to Community Commercial (C-1) Zoning District, including any associated amendment to the General Plan, if required.

(l) Other than the representations and warranties contained in this Agreement, City makes no warranty or representation, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Hull acknowledges he is acquiring title the Gobbi Properties and San Jacinta Properties “AS IS.”

1.2.6 **General Disclosures.** Each party makes and acknowledges the following disclosures:

(a) **Supplemental Property Tax Bill Notice:
Notice of Your “Supplemental” Property
Tax Bill.”**

California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.

If you have any question concerning this matter, please call your local Tax Collector's Office

(b) **Notice Regarding Advisability of Title Insurance:**
IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO INSURE YOUR INTEREST IN THE PROPERTY THAT IS BEING ACQUIRED.

1.3 **CONDITIONS PRECEDENT.**

1.3.1 **Conditions to City’s Obligations.** The obligations of City under this Agreement are expressly conditioned upon the satisfaction of the following conditions precedent on or before the respective dates specified therefor:

(a) On the Closing Date, the Title Company shall be prepared to issue to City as of the Closing Date the City Title Policy (as defined in this Agreement) upon payment of its regularly scheduled premium therefor;

(b) All of Hull's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Closing Date;

(c) City has waived or been deemed to have waived any disapproval of and objections to the condition of the Hull Properties (City Portion) or of title to said properties;

(d) City's approval of Relevant Materials associated with, and inspections, investigations, and examinations into, the Hull Properties (City Portion) in accordance with sections 1.1 and 1.2 of this Agreement;

(e) Hull shall have deposited all monetary sums and documents with the Escrow Agent and performed each and every covenant required by or contained in this Agreement to be performed by Hull on or prior to the Closing Date; and

(f) The deed of the Hull Properties (City Portion) from Hull to City reserves an exclusive easement for Hull's benefit as to the Hull Residential Parcels and a non-exclusive easement as to the San Jacinta Parcels, as provided below in Section 2 of this Agreement.

1.3.2 Condition to Hull's Obligations. The obligations of Hull under this Agreement, except for subsection 1.3.2(g) are expressly conditioned upon the satisfaction of the following conditions precedent on or before the date specified therefor:

(a) On the Closing Date, the Title Company shall be prepared to issue to Hull as of the Closing Date the Hull Title Policies (as defined in this Agreement) upon payment of its regularly scheduled premium therefor;

(b) All of City's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Closing Date;

(c) Hull has waived or been deemed to have waived any disapproval of and objections to the condition of the Gobbi Properties and San Jacinta Properties or of title to said properties;

(d) Hull's approval of Relevant Materials associated with, and inspections, investigations, and examinations into, the Gobbi Properties and San Jacinta Properties in accordance with sections 1.1 and 1.2 of this Agreement;

(e) On the Closing Date, the Title Company shall be prepared to record, contemporaneous with the Grant Deeds to effect the transfer of the Hull Properties (City Portion) to City and the Gobbi Properties and San Jacinta Properties to Hull, the Easements, CCR's, and the Memorandum³ of reserved development and other rights described in Section 2 of this Agreement of this Agreement;

³ The "Easements," "CCR's," and "Memorandum" are further discussed and defined in section 2 of this Agreement.

(f) City shall have deposited all monetary sums and documents with the Escrow Agent and performed each and every covenant required by or contained in this Agreement to be performed by City on or prior to the Closing Date;

(g) Upon and after Close of Escrow the City shall allow Ukiah Wireless continued access to and use of its facilities on the Hull Properties as they exist on the Effective Date. City shall negotiate with Ukiah Wireless the terms of a written agreement for such use. The terms of use shall allow for a reasonable monthly fee and include a provision indemnifying the City for claims, damages, expenses and losses caused or alleged to have been caused by Ukiah Wireless, including costs of any legal defense of City against any such claim and requiring Ukiah Wireless to maintain and name the City as an additional insured under a comprehensive general or commercial liability insurance policy approved by City, such approval not to be unreasonably withheld. If City and Ukiah Wireless cannot agree on reasonable terms for such continued access and use, City will negotiate for an agreement allowing Ukiah Wireless to relocate without undue or unreasonable interference with the wireless services it currently provides not to exceed six months from the date the City notifies Ukiah Wireless by U.S. Mail addressed to Lane Charpentier, at 307 S. Main St., Ukiah, CA 95482, with copy by email to support@ukiahwireless.com and Lane@ukiahwireless.com, that negotiation over terms is terminated.

1.3.3 Satisfaction of Conditions. Hull and City shall each use diligent efforts and shall cooperate with each other to attempt to cause the satisfaction of the conditions precedent to each party's obligations under this Agreement. In the event that any of the conditions precedent set forth in this Section 1.3 shall not be satisfied or waived on or before the date specified therefor, then the party whose obligations are subject to such condition precedent shall have the right to terminate this Agreement by written notice given to the other party on or before such date specified therefor, which termination shall not constitute an event of default under this Agreement.

1.4 CLOSING.

1.4.1 Deposits into Escrow.

(a) On or before the Closing Date, City shall deposit or cause to be deposited with Escrow Agent the following:

(i) The balance of the Payment;

(ii) City's share of the closing costs described in Section 1.4.3 of this Agreement;

(iii) A consent or resolution authorizing City to consummate the transactions contemplated by this Agreement, and such other authorizing documents as Escrow Agent shall require; and

(iv) Escrow instructions to Escrow Agent consistent with and sufficient to implement the terms of this Agreement, if necessary.

(b) On or prior to the Closing Date, the parties shall deposit or cause to be deposited with Escrow Agent the following:

(i) Grant Deeds ("**Deeds**") conveying title to the Hull Properties (City Portion), Gobbi Properties, and San Jacinta Properties, duly executed by the respective parties in recordable form and in a form acceptable to both the party to which title is to be conveyed and the Escrow Agent, as may be consistent with this Agreement;

(ii) The Memorandum (see Section 2 of this Agreement), and CCR's duly executed by the respective parties, as required, in recordable form and in a form acceptable to the parties;

(iii) Grant Deed Easements and forms of reserved easements pursuant to Section 2.2.2 of this Agreement (collectively "**Easements**"), duly executed by the respective parties, as required, in recordable form and in a form acceptable to the parties;

(iv) A withholding certificate under Section 1445 of the Internal Revenue Code, as amended, and the Treasury regulations promulgated thereunder, executed by Hull in a form reasonably acceptable to City ("**FIRPTA Certificate**");

(v) A California FTB Form 593-C (Real Estate Withholding Certificate) executed by Hull in a form reasonably acceptable to City ("**State Affidavit**");

(vi) Transfer tax declarations, affidavits and statements and such other documents as may be required by applicable law or by Escrow Agent in connection with the conveyance of the Hull Properties (City Portion), Gobbi Properties, and San Jacinta Properties;

(vii) Such other documents, including owner's affidavits or statements, as may be reasonably required by a prospective grantee or Escrow Agent in connection with the conveyance of title to the Hull Properties (City Portion), Gobbi Properties, and San Jacinta Properties;

(viii) A restrictive covenant in recordable form binding on Hull and his successors and assigns prohibiting on the Adjacent Substation Property the construction or use of gas stations, vehicle repair shops, businesses that produce hazardous waste or toxic waste other than household hazardous waste, underground tanks, above-ground tanks storing fuel or chemicals, and similar uses that could contaminate groundwater with substances prohibited by primary and secondary drinking water standards applicable to community water systems;

(ix) Non-exclusive public utility easements in recordable form as depicted and described in Exhibit Q, which is attached hereto and incorporated herein by reference, either reserved, if legal descriptions consistent with Exhibit Q are available prior to Close of Escrow, or granted by Hull to the City after Close of Escrow, if such descriptions are not available prior to close of escrow. Hull shall execute and deliver to City for recordation the easement grant deed within ten (10) days after an easement grant deed utilizing proper

descriptions is delivered to Hull for execution. Hull or his successors and assignees shall have the right to make use of the easement areas provided such use does not unreasonably interfere with the City's use of the easements for their intended purposes. Such purposes include, but are not limited to, installation, use, repair and replacement of both above ground structures, such as pad mounted transformers, as depicted on Exhibit Q and underground facilities including facilities as depicted on Exhibit Q, such as high voltage power lines within the 12' area on "Lot 1" as shown on Exhibit Q. The "Limited Use Area," as shown on Exhibit Q, is intended to ensure that high voltage power lines and other underground facilities located in the 12 foot area can be accessed and repaired, removed or replaced in a relatively quick manner. To preserve such access, construction of permanent structures within the easements depicted on Exhibit Q would unreasonably interfere with the City's use thereof. Paving those areas would not unreasonably interfere with the use of the easements, preserving for the City the right to trench paved areas, if necessary to access existing facilities or install new ones, either above or below ground within the easement areas. If such trenching is required, the City will refill and repave above the trench but will have no obligation to repave any larger portion of the paved areas except as may be directly damaged by the trenching,

(x) An option ("**the Option**") in recordable form granting the City an option for an easement across the San Jacinta Properties for public utilities and a trail providing public access to the Open Space Parcels at a location and a width that does not unreasonably interfere with the use of the San Jacinta Properties for single family residential use. The location and width of the easement shall be reasonably agreed to by Hull and City in good faith. The parties shall do so within six (6) months from the Effective Date. If the parties have failed to agree on the width and location of the easement within said six (6) months, upon written request either party is entitled to compel arbitration of the dispute under the California Arbitration Act (Code Civ. Proc. §1280 et seq.), which shall be completed within six (6) months of the arbitration request. Upon the parties' agreement or pursuant to an arbitrator's decision, (1) the parties shall cause to be recorded an easement grant deed to establish of record the easement terms and (2) City shall simultaneously record in the official records of Mendocino County an instrument reasonably satisfactory to Hull that effectively terminates the option;

(xi) Consents or resolutions authorizing each party to consummate the transactions contemplated by this Agreement, and such other authorizing documents as Escrow Agent shall require ("**Authorizing Documents**"), if necessary; and

(xii) Further escrow instructions consistent with and sufficient to implement the terms of this Agreement, if necessary.

1.4.2 Closing. After all the deposits required by Section 1.4.1 have been made, all conditions to the parties' respective obligations set forth in Section 1 have been satisfied or waived, and Escrow Agent is prepared to cause the Title Company to issue the City Title Policy and Hull Title Policies in accordance with provisions of Section 1.5 below, Escrow Agent shall:

(a) Record the Deeds and Easements in the Official Records of Mendocino County, California, and instruct the County Recorder to deliver such instruments after recording to the grantee, respectively;

(b) Record the Memorandum and CCR's (see Section 2 of this Agreement) and instruct the County Recorder to deliver the instruments after recording to the parties;

(c) Record the restrictive covenant and option as provided in Subsections 1.4.1(b) (viii) and (ix);

(d) Deliver to or for the account of Hull the Payment;

(e) Deliver to City the FIRPTA Certificate, the State Affidavit and, to both Hull and City, the Authorizing Documents;

(f) Cause the Title Company to issue and deliver the City Title Policy and Hull Title Policies to the respective parties.

1.4.3 Closing Costs.

(a) Hull shall pay the entire premium and endorsement charges on the Hull Policies;

(b) City shall pay the entire premium and endorsement charges for the City Title Policy, all state, county and/or local documentary transfer taxes and any other real property transfer or conveyance taxes payable with respect to the deeds to the properties transferred under this Agreement, and the escrow fees charged by Escrow Agent;

(c) Hull and City shall each bear its own attorneys' fees and costs incurred in connection with the transactions contemplated by this Agreement. Except as provided in this Agreement, all other costs, fees, expenses and charges of any kind incident to the transaction(s) contemplated by this Agreement shall be borne by the party incurring the same;

(d) Prorations. Prorations shall be made as of the Close of Escrow. All prorations shall be made on the basis of a thirty (30) day month and shall be paid in cash to Hull if it is entitled thereto or shall be credited against the cash portion of the Payment if City is entitled thereto. Such prorations shall be made by Escrow Agent on the basis of a statement(s) approved by City and Hull and deposited into the escrow prior to the Close of Escrow. The date used for prorations is hereinafter referred to as the "**Proration Date**." As to each property transferred under this Agreement, all real estate taxes and all personal property taxes due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by the transferring party. Current real estate taxes, special assessments and personal property taxes which are not yet due and owing shall be prorated based upon the most recent tax bill, so that the portion of current taxes allocable to the period from the beginning of such tax year through the Proration Date shall be charged to and paid by the transferring party and the portion of the current taxes allocable to the portion of such tax year from the Proration Date to the end of such tax year shall be charged to and paid by grantee. Proration of taxes and assessments shall be final as of the Proration Date, regardless of the amount of taxes or assessments that actually are, or subsequently become, due.

1.5 TITLE INSURANCE. Upon the Close of Escrow, Escrow Agent shall cause the Title Company to issue to:

(a) City a CLTA standard owner's policy of title insurance with total liability in an amount to be determined by City for the Hull Properties (City Portion), insuring City that the Hull Properties (City Portion) are vested in City, subject only to the standard printed exceptions to such title policy and the Permitted Exceptions and the Memorandum and Easements (see Section 2 of this Agreement) ("**City Title Policy**"); and

(b) Hull a CLTA standard owner's policies of title insurance with total liability in an amount to be determined by Hull for the Gobbi Properties and the San Jacinta Properties, insuring Hull that the Gobbi Properties and San Jacinta Properties are, respectively, vested in Hull, subject only to the standard printed exceptions to such title policies and the Permitted Exceptions ("**Hull Title Policies**");

(c) At either party's option, that party shall have the right to obtain as its title policy an ALTA extended coverage owner's title insurance policy, provided that the party desiring the same shall pay the entire cost therefor.

1.6 ADDITIONAL COVENANTS.

1.6.1 No Agreements, Conveyances. From or after the date of this Agreement until the Close of Escrow, Hull as to the Hull Properties (City Portion) and City as to the Gobbi Properties and the San Jacinta Properties shall not, except as permitted in this Agreement, (a) enter into, extend or amend any lease, contract, option or agreement affecting said properties (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be created or claimed with respect to said properties, or (c) sell, convey, assign, transfer, encumber or otherwise dispose of said properties or any portion thereof or interest therein, to the extent any of the same may survive the Close of Escrow. However, nothing in this provision shall preclude Hull from boundary line adjusting or taking further action in furtherance of the development of the Hull Residential Parcels and/or the Hull Properties as otherwise contemplated by this Agreement, entering into agreements related to the sale of the Hull Residential Parcels, or preclude the validity of the Easement, Road Access, and Maintenance Agreement entered by, in part, Hull, and the City. Except as otherwise provided in this Agreement, the party conveying a property under this Agreement shall, prior to the Close of Escrow, timely perform and discharge all obligations and liabilities of every kind arising from the use, occupancy, and ownership of that property.

1.6.2 Maintenance. From or after the date of this Agreement until the Close of Escrow or the termination of this Agreement, the parties shall not (a) remove, harvest or cut any trees, vegetation, crops, soils or minerals from the properties they are conveying pursuant to this Agreement, except as may be required in connection with standard property management practices, fire hazard abatement requirements or as otherwise required by applicable law; (b) cause or permit any Hazardous Materials to be located in, on or under said properties, except to the extent necessary to perform standard property management practices; or (c) take or permit any other action that could reduce the value of said properties.

1.6.3 Hull's Exchange Rights. Hull and City acknowledge and agree that

Hull shall have the right to cause this Agreement to be modified so that Hull may effectuate an exchange under the Internal Revenue Code of 1954, and the California Revenue and Taxation Code. Hull shall exercise its right to modify this Agreement by giving City written notice by no later than five (5) calendar days prior to the date scheduled for the Close of Escrow. City shall bear no additional cost, expense or liability (whether actual or contingent) as a result of the exchange transaction and shall not be required to take title to any other property as part of such exchange transaction.

1.7 RISK OF LOSS.

1.7.1 Damage or Destruction. In the event damage or destruction occurs to the Hull Properties (City Portion), Gobbi Properties, or San Jacinta Properties resulting in a Major Casualty (as defined in this Agreement) prior to the Closing Date, the party acquiring title to the property under this Agreement ("Prospective Grantee") shall have the right to terminate this Agreement by giving the other party written notice of termination within twenty (20) days following the date of Prospective Grantee's receipt of written notice of, or the date of Prospective Grantee's obtaining independent knowledge of, the occurrence of such destruction or damage. In the event of any such termination of this Agreement, the Prospective Grantee shall be entitled to receive all amounts paid into escrow by the Prospective Grantee, less its share of any escrow fees that may have resulted. In the event of any other damage or destruction to said property or in the event that the Prospective Grantee shall not elect to terminate this Agreement following damage or destruction to said property by a Major Casualty, the Prospective Grantee shall remain obligated to perform its obligations under this Agreement, and the other party shall assign to Prospective Grantee its rights to any claims associated with the casualty, including proceeds for such damage or destruction under the other party's property insurance policies covering said property or loss, subject to and effective upon the Close of Escrow. For the purposes of this Agreement, a "Major Casualty" shall be deemed to be any casualty causing any damage or destruction to said property if the reduction in the value of said property caused by such casualty, as reasonably determined by the Prospective Grantee, exceeds One Hundred Thousand Dollars (\$100,000).

1.7.2 Condemnation. In the event of the commencement of proceedings for the taking of any portion of the Hull Properties (City Portion), Gobbi Properties or San Jacinta Properties in eminent domain or the making of any threat of condemnation prior to the Closing Date, the Prospective Grantee shall have the right to terminate this Agreement by giving to the other party written notice of termination within fifteen (15) days following the date on which Prospective Grantee shall receive written notice of such proposed taking or the date of Prospective Grantee's obtaining independent knowledge of the same. In the event of any such termination of this Agreement, Prospective Grantee shall be entitled to receive all amounts paid into escrow by it, less its share of any escrow fees that may have resulted. If the Prospective Grantee should not elect to terminate this Agreement as aforesaid, Prospective Grantee shall remain obligated to perform its obligations under this Agreement, and the other party shall assign to the Prospective Grantee at Close of Escrow the conveying party's rights to the portion of any condemnation award attributable to the owner's interest in said property, subject to and effective upon the Close the Escrow. For purposes of this Agreement, a taking in condemnation shall mean the vesting of fee title to or other real property interest in said property or any portion

thereof by a governmental authority pursuant to the exercise of the power of eminent domain or pursuant to a deed given in lieu or in contemplation thereof.

1.8 BROKERS.

1.8.1 Hull. Hull hereby represents and warrants to City that Hull has not engaged or otherwise dealt with any finder or real estate broker or salesperson with respect to the transactions contemplated by this Agreement. In the event that any contrary claim is made by any finder, broker or salesperson, Hull shall indemnify, defend and hold City harmless from and against any and all losses, costs, claims, demands, expenses, damages, liabilities or causes of action (including reasonable attorneys' fees and costs) with respect to such finder, broker or salesperson.

1.8.2 City. City hereby represents and warrants to Hull that City has not engaged or otherwise dealt with any finder or real estate broker or salesperson with respect to the transactions contemplated by this Agreement. In the event that any contrary claim is made by any finder, broker or salesperson, City shall indemnify, defend and hold Hull harmless from and against any and all losses, costs, claims, demands, expenses, damages, liabilities or causes of action (including reasonable attorneys' fees and costs) with respect to such finder, broker or salesperson.

2. HULL'S RESERVED RIGHTS & RESIDENTIAL DEVELOPMENT

2.1 RESERVED RIGHTS & INTENT GENERALLY

2.1.1 Intent. A primary and substantial portion of consideration provided to Hull under this Agreement is (a) Hull's reserved, retained, and/or granted exclusive rights to develop and sell legal parcels for residential use within the Hull Residential Parcels as part of a private, gated, community, and additionally (b) Hull's reserved, retained, and/or granted exclusive rights to boundary line adjustments and related sales, both of which are described in Sections 2.1 and 2.2 of this Agreement. The transfer of title to the City of the Hull Properties (City Portion) shall and is hereby subject to and conditioned on these reserved rights.

2.1.2 Reserved Rights & Development Generally. Notwithstanding the conveyance to the City of title to the Hull Properties (City Portion) at the Close of Escrow, Hull will have the exclusive right and sole discretion to: boundary line adjust all ten (10) parcels within the Hull-City Properties, as may be lawful, so that up to seven (7) of said parcels are reconfigured as legal parcels within the Hull Residential Parcels for purposes of establishing and developing a private, gated, residential community of single-family homes and such accessory structures as are allowed by law. Subject to his indemnification obligations as set forth in Section 2.2.5(a)(i), Hull, and upon its creation, the Association, shall have the right to construct / install an access roadway and related improvements ("**Road & Development Improvements**") and electrical conduit and related infrastructure for electrical lines and components to serve such parcels and perform other works of improvement to develop residential lots within the Hull Residential Parcels. Hull shall have the right to sell the lots created as part of the development. The City shall install the actual electrical lines and components ("**Electrical Utilities**") for the

residential development.

Covenants, Conditions, and Restrictions (“**CCR’s**”) will be recorded against and bind the Hull Residential Parcels. Hull will form an association (“**Association**”) that will govern the Hull Residential Parcels and have the obligation to maintain the Road & Development Improvements. The CCR’s and Association are part of Hull’s reserved rights under this Agreement and are for the benefit of the referenced private, gated, community of single-family homes.

Notwithstanding that the City will maintain title to the Hull Residential Parcels at the Close of Escrow, Hull shall have exclusive authority and the sole discretion to direct the listing and sale of, and/or transfer of title to, these parcels and shall be entitled to one hundred percent (100%) of the proceeds of all such sales. Those acquiring such parcels shall become Association members and will have the right and responsibility for any development of their parcel for single-family residential purposes (including any accessory dwelling units as are allowed by law), which will include all construction activity, such as, without limitation, locating and creating a building pad(s), driveway(s), building structures, and installing infrastructure for parcel utilities and connections to the Road & Development Improvements and Electrical Utilities, all pursuant to the applicable governing permitting process and requirements, provided that if a parcel is developed before its annexation into the City becomes final, the Association and CC&Rs shall require compliance with Ukiah City Code (“UCC”) Sections 9135-9139 with the Association rather than the Ukiah Planning Commission issuing the Use Permit required by Section 9139.B. Development shall comply with the Conditions of Approval for the Western Hills Open Land Acquisition and Limited Development Project (**Exhibit G**)⁴.

Any or all of the nine (9) legal parcels reserved by Hull, which are not made part of the Hull Residential Parcels, shall be subject to Hull’s reserved exclusive right and sole discretion for the lawful use of those parcels outside the Hull-City Properties. In other words, Hull has the right to use the boundary line adjustment process, as may be lawful, to reconfigure all ten (10) of the legal parcels within the Hull-City Properties’ boundaries, such that: (a) the City will have sole and exclusive ownership and use of one (1) of the ten (10) legal parcels, encompassing all lands lying within the boundaries of the Hull-City Properties with the exception of the Hull Residential Parcels; (2) up to seven (7) of the ten (10) legal parcels will lie within the Hull Residential Parcels; and, (3) the balance of the ten (10) legal parcels will be used outside the boundaries of the Hull-City Properties.

To facilitate the parties’ intent, unless Hull agrees otherwise the City will apply for out of area service agreements to serve, and for annexation into the City of, the Hull Residential Parcels, and, consistent with its pre-zoning, the City shall zone said lands as part of its Single-Family Residential-Hillside Overlay District (R1-H). Said zoning will allow for the lot sizes specified in UCC Section 9139, which establishes minimum parcel size for residential use based on the average slope of the parcel and otherwise in compliance with the City’s (R1-H) zone requirements.

⁴ For purposes of **Exhibit G**, the parties acknowledge and agree that: regarding item 20 therein, the Road is not, and shall not be construed as, a “public right-of-way”; and, regarding item 24, the costs for which Hull is responsible under said item are those specified in this Agreement and do not include costs for which City (or others) are responsible under this Agreement, the Easement, Road and Maintenance Agreement, or by operation of law.

The Easements will be reserved and granted at the Close of Escrow in furtherance of these purposes. The parties shall cooperate to timely complete these objectives.

2.1.3 Exercise of Rights. The parties acknowledge that Hull is presently undertaking procedures and works of improvement in furtherance of creating and establishing the legal parcels, road(s), utilities, and infrastructure for the development within the Hull Residential Parcels and shall have the right to continue doing so, notwithstanding the transfer of the Hull Properties (City Portion) to the City and regardless of Annexation or an OASA, as long as he proceeds as described Section 2.2 below. Hull's rights reserved under this Agreement with respect to the Hull Residential Parcels and Hull's BLA Rights (defined below) are fully transferable and assignable.

2.1.4 Memorandum of Record. A memorandum of Hull's reserved rights under this Agreement, memorializing that the transfer of title to the City of the Hull Properties (City Portion) is subject to and conditioned on said rights, shall be recorded in the Official Records of Mendocino County against the Hull Properties contemporaneous with the Close of Escrow substantially in the form attached as **Exhibit K ("Memorandum")**.

2.2 RESIDENTIAL DEVELOPMENT

Residential Development. Notwithstanding the transfer of the Hull Properties (City Portion) to City, Hull shall retain and reserve, and is hereby granted, solely at Hull's expense, the exclusive right and sole discretion to create, establish, use, develop, and sell up to seven (7) legal parcels within the Hull Residential Parcels as part of a private, gated, residential development of single-family homes and such accessory structures as are allowed by law. This right and discretion includes all actions allowed by law and necessary to create and develop such lots, including lawfully adjusting the boundaries of the 10 legal parcels included within the Hull-City Properties to create individual lots in the Hull Residential Parcels, construction of road(s), utilities, and other infrastructure, and the establishments CCR's and the Association to benefit and govern such lands. Hull's right and discretion also includes all other lawful development deemed reasonably desirable in Hull's discretion to ready the Hull Residential Parcels for listing, sale, and/or transfer of title to such lots as part of a private, gated, community, with the purchasers / transferees undertaking the actual construction of single-family dwellings and ancillary structures and associated development on the individual lots pursuant to applicable permitting requirements. Nothing in this Agreement shall prevent Hull from directing the transfer of any lot(s) to himself or designees to undertake, in compliance with law and the terms of this Agreement, actual construction on such lot(s) as a transferee thereof. Hull's right and discretion further includes obtaining any ministerial or discretionary governmental approvals for lot line adjustments, as authorized by law, including, if applicable, Government Code Section 66412(d), parcel and subdivision maps under the Subdivision Map Act (Government Code §§66410 et seq.), commensurate local government subdivision ordinances, and site development, use, or grading permits. In exercising his rights under this Section 2.2, Hull may acquire, in addition to the Easements reserved and granted at the Close of Escrow as described in this Agreement, access and public utility easements, construct or improve roads to provide access and utilities to serve the

residential development, including water, sewer, electricity, natural gas, telephone, cable television and internet service. Except as provided in this Agreement, Hull—and once formed the Association—shall solely pay all materials and construction / installation costs for the residential development. Residential development shall be in conformance with the Conditions of Approval for the Western Hills Open Land Acquisition and Limited Development Project (**Exhibit G**).

2.2.1 Legal Parcels & Boundary Line Adjustments. Notwithstanding the conveyance of title to the Hull Properties (City Portion) to City, Hull shall retain and reserve, and is hereby granted, the exclusive right and sole discretion to boundary line adjust all ten (10) legal parcels situated in the Hull-City Properties and subsequently to use (including to sell) outside of the Open Space Parcels nine (9) of those ten (10) legal parcels within the Hull-City Properties for the purposes described in this Agreement. These rights and this discretion may be exercised without restriction if otherwise lawful, including, but not limited, to: create, establish, and develop parcels for the residential development of the Hull Residential Parcels; and/or, for use outside of the lands comprising the Hull-City Properties. As part this exclusive right and sole discretion, Hull may boundary line adjust the ten (10) legal parcels that are situated within the Hull-City Properties, in accordance with applicable provisions of law, such that: (a) the City will be left with (1) of the ten (10) legal parcels, which will encompass all lands lying within the boundaries of the Hull-City Properties with the exception of the Hull Residential Parcels; (b) up to seven (7) of the ten (10) legal parcels will lie within the Hull Residential Parcels; and, (c) the balance of the ten (10) legal parcels will be used by Hull outside the boundaries of the Hull-City Properties. These rights and discretion apply whether such lands are situated within or without the incorporated area of City or owned by City, Hull, or third parties (the retained, reserved, and granted rights and discretion in this section are collectively referred to as “**Hull’s BLA Rights**”). Hull’s BLA Rights are subject to use as Hull, in his sole discretion, may desire and as may otherwise be lawful. Exercise of Hull’s BLA Rights shall not reduce the total acreage of the Hull-City Properties owned by the City situated outside of the Hull Residential Parcels. To the extent permitted by law, Hull’s BLA Rights may be used through multiple or successive boundary line adjustments (whether occurring within or without the Hull-City Properties). There are no limits under this Agreement to the number of boundary line adjustments Hull may cause to occur pursuant to this provision except as may otherwise be imposed by law. Hull’s BLA Rights shall be deemed exhausted only when the adjustments result in the City maintaining a single legal parcel that spans the lands comprising the Hull-City Properties excepting the Hull Residential Parcels. Except as may be required by law (other than laws adopted by City after the effective date of this Agreement) there shall be no time frame by which Hull may be required to put to use Hull’s BLA Rights; such rights shall inure to Hull’s benefit in perpetuity.

2.2.2 Easements.

(a) **Easements reserved by Hull.** Notwithstanding the conveyance of the Hull Properties (City Portion) to City, at the Close of Escrow, Hull shall reserve: exclusive, assignable, easements for purposes associated with the Hull Residential Parcels and to otherwise facilitate development on such lands for the intended purposes, and for the exercise, of Hull’s other retained, reserved, or granted rights under this Agreement; and, non-exclusive easements for the benefit of the San Jacinta Properties. Said easements shall be both in gross to Hull and

appurtenant to the Hull Residential Parcels and appurtenant as to the San Jacinta Properties, including as such lands may be divided or reconfigured.

(b) Easements conveyed to City. At Close of Escrow Hull must convey to City a non-exclusive easement for access to the balance of the Hull Properties, including public access. The City shall retain an access easement as provided in this provision over any lot within the Hull Residential Parcels conveyed by City pursuant to Hull's reserved, exclusive, rights and discretion to cause such transfer. City shall coordinate with Hull, and upon its creation the Association, use of the easement by members of the general public in order to preserve the security of the locked gate and the security and privacy of residents and parcels within the gated community. General public access of the Road within the Hull Residential Parcels will be revoked / reconveyed by City at such a time as alternative general public access has been established across the Hull Residential Parcels (or another location instead of through such parcels)⁵ as reasonably agreed to by Hull and the City in good faith. If Hull proposes and can convey such an alternative access across lands Hull owns or controls and the City does not agree to accept it or the City proposes such an alternative access across lands Hull owns or controls and Hull does not agree to it, either party is entitled to compel arbitration of the dispute under the California Arbitration Act (Code Civ. Proc. §1280 et seq.), which shall be completed within six (6) months of the arbitration request. Upon the parties' agreement or pursuant to an arbitrator's decision, the City shall execute in recordable form an instrument reasonably agreeable to Hull that terminates and excludes from the easement (Exhibit N) granted to the City under this Agreement public access on, or use of, the Road.

(c) Easements – Grants and Reservations. Said easements described in this Section 2.2.2, in the forms attached as **Exhibits L-N**, shall be executed and recorded contemporaneous with the Close of Escrow and shall be in addition to those easements conveyed under the Easement, Road Access and Maintenance Agreement.

2.2.3 Parcel Configuration of Hull Residential Parcels. Attached as **Exhibit J** are maps depicting the approximate location of the ten (10) legal parcels situated within the Hull-City Properties. Page one of **Exhibit J** represents the approximate present configuration of the ten (10) legal parcels comprising the Hull-City Properties. Page two of **Exhibit J** represents the approximate intended configuration of the parcels comprising the Hull-City Properties, including the seven (7) legal parcels after their boundaries have been adjusted and reconfigured within the Hull Residential Parcels. Table 1 below further details the parties' intended approximate reconfiguration, zoning, and use of the Hull Residential Parcels.

Table 1. Hull Residential Parcels, Present Condition, Resulting Configuration, Annexation &

⁵ Boundary line adjustments as permitted under this Agreement may permit a course for alternative public access through other portions of the Hull Properties, in whole or part, in lieu of the Hull Residential Parcels. Hull may also obtain rights and interests in neighboring parcels that may permit such alternative access in lieu of a course that runs through the Hull Residential Parcels in whole or part. This provision concerns an alternative to public access to City-owned property along the Road through the Hull Residential Parcels and is not conditioned on the City obtaining connecting access across other lands.

Zoning

Parcel	Proposed Size (acres) through Lot Line Adjustments	Resulting Parcel Configuration, Intended Use and Proposed Pre-zoning & Zoning
1	9.8	Parcel 1 has been reconfigured by Hull pursuant to the boundary line adjustment process, thereby establishing an existing legal parcel situated within the Hull Residential Parcels intended for single family residential development and pre-zoned and zoned R1-H.
2	5.1	Parcel 2 has been reconfigured by Hull pursuant to the boundary line adjustment process, thereby establishing an existing legal parcel situated within the Hull Residential Parcels intended for single family residential development and pre-zoned and zoned R1-H.
3	9.9	Parcel 3 will be a legal parcel situated within the Hull Residential Parcels intended for single family residential development and pre-zoned and zoned R1-H
4	9.0	Parcel 4 will be a legal parcel situated within the Hull Residential Parcels intended for single family residential development and pre-zoned and zoned R1-H
5	5.0	Parcel 5 will be a legal parcel situated within the Hull Residential Parcels intended for single family residential development and pre-zoned and zoned R1-H.
6	9.7	Parcel 6 will be a legal parcel situated within the Hull Residential Parcels intended for single family residential development and pre-zoned and zoned R1-H.
7	5.0	Parcel 7 will be a legal parcel situated within the Hull Residential Parcels intended for single family residential development and pre-zoned and zoned R1-H

2.2.4 The Road. There presently exists a private road extending westerly from Redwood Avenue, a public street, in Ukiah, California, through real property presently owned by Adonis and Sarah Noguera (the “Nogueras”) and onto property currently owned on one side of the road’s centerline by Ellison and on the other side of the road’s centerline by Hull, which road splits, one portion of which continues northerly within the Hull Residential Parcels, where it eventually reenters property owned by the Nogueras before traversing westerly and back on to and within the Hull Residential Parcels, continuing in that general direction through said lands and into the balance of the Hull Properties. This road is shown on the map attached hereto and incorporated herein by reference as **Exhibit O (“Road”)**.

2.2.5 Road & Development Improvements and Electrical Infrastructure. Subject to the provisions of this subsection, Hull—and once formed the Association—shall construct / install the Road & Development Improvements, Water System, Sewer System and Electrical

Infrastructure. The Road & Development Improvements include, but are not limited to, the Road, paving of the Road, the locked gate located near the intersection of the public and private portions of Redwood Avenue and the Road, storm drains, other drainage facilities and water and sewer systems that will serve the residential lots made part of the Hull Residential Parcels. The water system shall be located entirely within the Hull Residential Parcels, and consist of a water well(s) as the water source, water-storage tank(s), and water pipelines to deliver the water to each residential lot made part of the Hull Residential Parcels, with the lines installed along the Road to points to enable future connection by buyers of the individual lots (collectively “**Water System**”). The sewer system will consist of a private sewage disposal system in compliance with Division 4, Chapter 2, Article 4 of the Ukiah City Code, commencing with Section 3703.1 for which Hull shall install the sewage holding tank(s), pumps, and other components to points to enable future connection by buyers of the individual residential lots within the Hull Residential Parcels for the treatment of sewage solids and an effluent line along the Road, which shall connect with the City’s sewer main pipe on Redwood Avenue (collectively “**Sewer System**”). The Water System and Sewer System shall be for the sole benefit of the residential lots situated in the Hull Residential Parcels and not subject to connection by other parcels absent Hull’s or the Association’s express written consent. The Electrical Infrastructure includes trenching, purchase and installation of electrical conduit—including placement of splice boxes and box pads for equipment (boxes and box pads provided by the City at City’s expense), conduit sweeps into splice box and equipment locations, retaining wall (on Parcel 1 to accommodate the equipment pad and to prevent the hillside from falling onto the equipment), and primary riser conduit installed according to City of Ukiah Electric Department design standards—along the Road from the last pole on Redwood Avenue west to the development sufficient to house electrical lines and components for residential electrical service to the lots within the Hull Residential Parcels (collectively “**Electrical Infrastructure**”). Hull—or once formed the Association—shall solely pay all materials and construction / installation costs for the Road & Development Improvements, inclusive of the Water System and Sewer System. Hull—or once formed the Association—shall solely pay all materials and construction / installation costs for the Road & Development Improvements for the Electrical Infrastructure including purchase and installation of conduit and installation of splice boxes and box pads, material and installation of retaining wall on Parcel 1 according to City of Ukiah Electric Department design standards, except that the City will provide the boxes and box pads, at its expense, for installation. Nothing herein shall prevent Hull or the Association from connecting the Hull Residential Parcels to public water, sewer, or electrical systems beyond those systems and connections detailed in this provision and upon application and permitting by the governing agency(ies).

(a) Indemnification & Mechanic’s Liens. Hull’s construction and installation of the Road & Development Improvements and Electrical Conduit, to the extent it involves physical changes to land within the Hull Properties (City Portion), such as, but not limited to, grading and road construction, Hull must comply with the following:

(i) Indemnification. Except for the negligence or willful misconduct of City, including its employees and agents, and to the extent permitted by law, Hull agrees to indemnify, defend and hold harmless City and its officers, directors, members and employees (each, a “City Party”) from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) resulting from claims by third parties for

injuries to any person and damage to or loss of property caused by Hull—or those under his direction or control, including employees, contractors or subcontractors—during or as a result of the construction and installation of Road & Development Improvements and Electrical Conduit or other activities in furtherance of development. If any action or proceeding is brought against any City Party by reason of any such claim, then Hull, upon notice from City, shall defend the claim at Hull's expense with counsel reasonably approved by City.

(ii) *Mechanic's Liens.*

a) **Responsibility for Payment.** Hull hereby agrees that it will pay or cause to be paid all costs for work done by it or its contractors and any subcontractors, and it will keep the Hull Properties (City Portion) clear of all mechanics' liens on account of work done by Hull or his contractors during development.

b) **Security.** If Hull shall desire to contest any claim of lien it shall furnish City adequate security pursuant to Section 8424 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, Hull shall pay and satisfy the same at once.

c) **In Case of Default.** If Hull 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 Hull Properties (City Portion) 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 Hull to City, and Hull agrees to and shall pay the same with interest at the legal rate of ten percent (10%).

(b) **Hull's Tenant/Occupancy Permitted.** Notwithstanding the transfer of the Hull Properties (City Portion) to City, Hull shall reserve the right to maintain a mobile home, trailer, or RV ("**Mobile Unit**") on the Hull Properties, as presently situated on or about Parcel 3 as depicted on page 2 of **Exhibit J**. The Mobile Unit is currently occupied by Herman Costa (and family) for purposes of supervising development work on the Road, Road & Development Improvements, and Hull Residential Parcels and for caretaking, providing security and early wildfire detection services. City shall not object to Hull's continued use of the Mobile Unit, without rent, pending sale and pending transfer of title to the Hull Residential Parcels to third parties as contemplated by this Agreement, provided that Hull indemnifies and defends City from and against any damage, claim, liability and expense arising out of Hull's continued use of the Mobile Unit, including, but not limited to, any claim by the current or future occupants of the Mobile Unit. Hull shall provide the defense entirely at his expense using competent legal counsel approved by City, not to be unreasonably withheld. Hull shall notify the City in writing of any change of occupants of the Mobile Unit.

2.2.6 **Electrical Utilities.** Within a commercially reasonable period of time after Hull's written notice to City that the Electrical Infrastructure has been installed in compliance

with the City's duly adopted rules, policies and standards governing its Electric Utility, including, but not limited to, Division 4, Chapter 7, commencing with Section 4000 of the Ukiah City Code ("Electrical Utility Requirements") and approval thereof by the City (the process for which shall be promptly undertaken), the City shall install, at no cost to Hull or the Association, the Electrical Utilities, which include, but are not limited to, electrical lines, splice boxes, transformers, and other components sufficient to provide electrical residential service to each lot within the Hull Residential Parcels. The installation of the Electrical Utilities by the City and their connection to Hull Residential Parcels must comply with the Electric Utility Requirements. The City shall have no obligation to inspect or approve the connection of Hull Residential Parcels to the Electrical Utilities or to provide electric service to the Hull Residential Parcels until LAFCo has finally approved either (1) an out of area service agreement to serve them pursuant to Government Code Section 56133 or (2) the annexation of the Hull Residential Parcels by the City. After the Electrical Utilities are installed by the City, it shall thereafter maintain, repair, and reconstruct them in compliance with the City's duly adopted rules, policies and standards governing its Electric Utility, including, but not limited to, Division 4, Chapter 7, commencing with Section 4000 of the Ukiah City Code ("Electrical Utility Requirements").

2.2.7 CCR's & Association. Contemporaneous with the Close of Escrow, CCR's that include the Declaration as described in Recital K of the Easement, Road Access and Maintenance Agreement, in the form attached as **Exhibit P**, will be recorded against the lands comprising the Hull Residential Parcels. The CCR's will run with the land and bind the City and successors and assigns of the Hull Residential Parcels. Hull shall reserve the exclusive right and sole discretion to form the Association to govern the Hull Residential Parcels. Except as provided herein, the owner(s) of each lot within the Hull Residential Parcels shall be a member of the Association. Notwithstanding the Close of Escrow and the City's record ownership/title to the lands comprising the Hull Residential Parcels, City shall not be an Association member—Hull shall initially be the sole member of the Association. The City shall and hereby does irrevocably assign to Hull all voting and other rights, interests, and privileges as would otherwise inure to the benefit of a member of the Association as an owner of the lands comprising, or a lot within, the Hull Residential Parcels and, except as specified in this Agreement and the Easement, Road Access and Maintenance Agreement, shall not be subject to assessment of fees by the Association or otherwise liable for any cost, claim or expense that would otherwise apply to a member of the Association. Upon the sale of a lot within the Hull Residential Parcels by Hull, pursuant to Hull's reserved exclusive rights to cause a sale of any such parcel, Hull will assign and transfer the voting, membership, and other rights, interests, and privileges associated with that lot to the purchaser thereof, all subject to the CCRs and the Association's rules and regulations, whereupon the parcel owner shall become a member of the Association and entitled to the voting and other rights, interests, and privileges, and subject to all obligations, associated with such membership. Notwithstanding the transfer to the City of the Hull Properties (City Portion), Hull shall be entitled to and hereby reserves the right to modify the CCR's as it relates to the Hull Residential Parcels except for the sections 3.1, 3.21, and 5.4 of the CCR's, provided such modifications do not have the direct or indirect effect of modifying or terminating those sections.

2.2.8 Maintenance Obligations. Hull—and once formed the Association—shall have sole authority, control, and responsibility to maintain, repair, and improve the Road & Development Improvements. City shall have sole authority, control, and responsibility to

maintain, repair, and improve the Electrical Conduit and Electrical Utilities to serve the Hull Residential Parcels for its intended uses. The parties' rights and duties in this section shall be read and interpreted in keeping with the same rights and duties as expressed in the Easement, Road Access and Maintenance Agreement.

2.2.9 Maintenance Fee. Commencing on the first of the month following the Association's formation, City shall pay to the Association a monthly fee of \$75.00 for general maintenance and repair of the Road & Development Improvements ("Monthly Maintenance Fee"). On the anniversary date of the completion of the Road and on the first day of the same month each year thereafter, the monthly maintenance fee shall be adjusted upward, not to exceed a maximum of 3%, by the percentage change in the value in the prior twelve months of the All Urban Consumers Consumer Price Index (CPI-U), all items, for the San Francisco-Oakland-Hayward, CA, area (Base Period 1982 — 1984 = 100), not seasonally adjusted, as compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor index. Hull—and once formed the Association—shall be responsible for properly setting and collecting maintenance fees from lot owners within the Hull Residential Parcels. The parties' rights and duties in this section shall be read and interpreted in keeping with the same rights and duties as expressed in the Easement, Road Access and Maintenance Agreement.

2.2.10 Sale & Transfer of Title to Hull Residential Parcels. Notwithstanding the transfer of the Hull Properties (City Portion) to City, Hull shall retain and reserve, and is hereby granted, the exclusive right and sole discretion and entirely at his expense and without any cost to City, to list, sell, and/or transfer title to the Hull Residential Parcels, inclusive of any lots created therein. This right and discretion includes, but is not limited to: selection of real estate brokers, agents, marketers, title and escrow agents, and other persons or entities to facilitate sale of said properties to third parties; selecting, negotiating, and finalizing the terms of listings and sales of said properties; and, the right to the entirety of the proceeds of sales of said properties. Further, and notwithstanding the transfer of the Hull Properties (City Portion) to City, Hull shall retain and reserve, and is hereby granted, the exclusive right and sole discretion to direct the City to transfer title to the Hull Residential Parcels, inclusive of any lots created therein, at any time subsequent to the Close of Escrow.

2.2.11 Cooperation & Authority. In keeping with Hull's reserved rights under this Agreement, and except as provided in this Agreement and entirely at Hull's expense and without cost to City, City shall fully and timely cooperate with Hull—and once formed the Association—in exercising the reserved rights and discretion under this Agreement, including, but not limited to: processing boundary line adjustments; permitting (as may be required under this Agreement); with respect to the work and procedures undertaken in furtherance of creating, establishing, and developing the Hull Residential Parcels; Hull's listing and sale of parcels; the transfer of title to the Hull Residential Parcels as directed by Hull; and all other matters as may be reasonably requested for purposes of carrying out the provisions and intent of Hull's reserved rights and discretion under this Agreement. Hull is hereby authorized to submit applications on behalf of the City in its capacity as owner / record title holder of the Hull-City Properties as may be required in Hull's exercise of the reserved rights and discretion provided in this Agreement. City shall at all times keep the Hull Residential Parcels free and clear of all liens and encumbrances.

2.3 ANNEXATION, ZONING & OUT-OF-AREA SERVICE AGREEMENTS.

2.3.1 Annexation. Within an administratively reasonable period of time not to exceed 75 days after Close of Escrow, the City shall adopt and submit to the Mendocino County Local Agency Formation Commission (“LAFCo”) a resolution of application to annex to the City the portion of the Hull Properties (as well as the lands owned by the Noguerras as described in the Easement, Road Access and Maintenance Agreement) within the City’s sphere of influence (“SOI”), established in 1984, which City represents includes all of the lands described herein as the Hull Residential Parcels. If required, the City will also file with LAFCo an application to amend the City’s sphere of influence to include the balance of the Hull Properties and/or City Property. City shall diligently work to complete any portion of its Annexation application that is deemed by the Executive Officer of LAFCo incomplete or otherwise deficient. City shall proceed in good faith to process the Annexation application in the most expeditious manner reasonably possible.

2.3.2 Prezoning & Zoning. Upon Annexation in compliance with the City of Ukiah Ordinance No. 1217, “Uncodified Ordinance of the City Council to Prezone Certain Parcels in Association with the Western Hills Open Land Acquisition and Limited Development Agreement,” adopted on October 6, 2021 (“Prezoning”), the City shall zone in the City’s Single-Family Residential-Hillside Overlay District (R1-H) all lands in which the Hull Residential Parcels are situated, as more particularly described in Table 1 in this Agreement. Consistent with its Prezoning, upon annexation, the balance of the Hull Properties shall be included within the Public Facilities (PF) zoning district.

2.3.3 Out-Of-Area Service Agreement. Within an administratively reasonable period of time not to exceed 45 days after the Close of Escrow, the City shall adopt and submit to LAFCo a resolution of application(s) for an out-of-area service agreement (“OASA”) to extend its electrical utilities and effluent sewer lines and services to the Hull Residential Parcels for residential use. City shall proceed in good faith to process the OASA application(s) in the most expeditious manner reasonably possible.

2.3.4 Cooperation & Other Possible Approvals. In keeping with Hull’s reserved rights under this Agreement, Hull shall fully cooperate with the City in processing its applications through LAFCo, including, but not limited to, preparing or filing with the City or LAFCo any documents reasonably requested by City to support or receive approval of an amended SOI, if required by LAFCo, the annexation or the OASA. City shall diligently pursue its applications, using its best efforts to obtain LAFCo’s approval of the applications. City shall diligently pursue implementation of the change in the City’s boundaries to incorporate the annexed territory and implementation of the OASA to actually provide such services in the most expedient manner reasonably practical. The parties understand and agree that the application(s) may be denied and that the time required to obtain approvals is uncertain. The parties understand and agree that approval of the annexation requires, or may require, agreements and approvals with and by other private and public individuals and entities and may be subject to public hearings and potentially litigation, including, by way of example only and not as an exclusive list, environmental review under the California Environmental Quality Act, a tax sharing

agreement with Mendocino County, approval of the annexation and OASA by the LAFCo, possible review of the extension of City electrical service by PG&E and the California Public Utilities Commission, prior to annexation, approval by LAFCo of an out of area service agreement for City water, sewer or electrical service, and the approval of other permits by the County before, and the City after, annexation or the OASA.

2.3.5 Annexation, Zoning & OASA Expenses. City shall be solely responsible to pay all costs associated with the processing and completion of the Annexation(s), OASA(s), SOI amendment, and Rezoning and zoning, as provided in this Agreement.

2.4 HULL'S RIGHT TO ALTERNATIVE PERFORMANCE AND BREACH OF AGREEMENT

2.4.1 Failed Consideration Due to No Fault of Hull. Hull's rights and discretion to develop and sell up to seven (7) legal parcels for residential use within the Hull Residential Parcels as a part of a private, gated, community, as detailed above in Section 2 of this Agreement ("**Residential Development Rights**"), is a substantial portion of the consideration provided to Hull under this Agreement. In the event of a Withdrawal Event under Section 2.4.3, Hull will have not received a substantial portion of consideration due to him under this Agreement. In such an event, Hull shall be entitled to: (1) alternative performance by City, as provided in this Section 2.4; and, (2) recover damages suffered by Hull or his successors or assigns, if the City breaches this Agreement as provided in Section 2.4.3(b), below.

2.4.2 Alternative Performance. Hull's right to alternative performance ("**Alternative Performance**") by City shall include City's transfer back to Hull (to the extent not already held of record by Hull or his assignee(s)) of all right, title, and interest in and to (a) the Parcel labeled "1" on page two of **Exhibit H** (said page being labeled on said **Exhibit H** as "**Exhibit 'C2'**"), (b) the Parcel labeled "2" on page two of **Exhibit H**, and (c) an additional 40 acre parcel of land adjacent to said parcels, to be established by Hull in his discretion pursuant to a boundary line adjustment, the intended approximate location of which is labeled "Additional Development Area" on page "2" of **Exhibit H** (collectively "**Withdrawn Property**"), such parcels in (a)-(c) above referred elsewhere in this Agreement as the Hull Residential Parcels.

2.4.3 Withdrawal Events, Hull's Exercise of Right to Alternative Performance & Damages for Breach of Agreement. On the occurrence of any of the following events (collectively or individually a "**Withdrawal Event**"), and subject to conditions stated in the following subsections, Hull shall be entitled to: exercise the right to the City's Alternative Performance; and, additionally with respect to a Withdrawal Event under Section 2.4.3 (b), damages for City's breach of this Agreement. Neither the exercise of Alternative Performance nor recovery of damages shall affect any other provisions of this Agreement or the Easement, Road Access and Maintenance Agreement:

(a) Annexation. If the City complies with Section 2.3.1 and in doing so fails or is unable to procure LAFCo's approval of Annexation within one (1) year from the date the Executive Officer of LAFCo accepts the City's application as complete ("**Application Acceptance**") - City shall promptly provide Hull written notice of the Application Acceptance by

LAFCo), Hull may exercise the right to Alternative Performance by giving the City advance written notice on or before the date that is sixty (60) days before the one (1) year anniversary of Application Acceptance (“60 Day Notice”). If Hull fails to give a 60 Day Notice, Hull may not exercise the right to Alternative Performance prior to the second anniversary of Application Acceptance. Hull may exercise the right to Alternative Performance at the end of the second anniversary of Application Acceptance by giving the City a 60 Day Notice prior to the second anniversary. If Hull fails to give that 60 Day Notice, Hull cannot exercise the right to Alternative Performance until the end of the third anniversary of Application Acceptance, at which time the right to Alternative Performance shall be deemed automatically exercised unless Hull and the City agree otherwise in writing. Alternative Performance in this Section 2.4.3 (a) includes withdrawal of the Hull Residential Parcels from the City’s Annexation application for which the parties shall cooperatively and promptly take all action necessary to accomplish.

(b) Zoning. If the City fails to comply with Section 2.3.1, fails to zone the Hull Residential Parcels in the City’s Single-Family Residential-Hillside Overlay District (R1-H) as required by this Agreement, or subsequently modifies such zoning in a way that reduces or prevents the exercise of the Residential Development Rights, the City shall be deemed to have breached this Agreement and Hull may then exercise the right to Alternative Performance by giving the City thirty (30) days advance written notice and shall also recover damages from City, as authorized under Section 2.4.1, for the breach.

2.4.4. Duties on Exercise of Right to Alternative Performance. On Hull’s exercise of the right to Alternative Performance, the parties shall undertake the following actions within the stated timeframes:

(a) Within three (3) business days of Hull’s notice of exercise of the right to Alternative Performance the parties shall cooperate with each other to open an escrow with the Escrow Agent for the transactions required by the Alternative Performance.

(b) Within ten (10) days of Hull’s notice of exercise of the right to Alternative Performance, City shall execute and deliver to the Escrow Officer grant deeds conveying to Hull all right, title, and interest in and to any then-existing legal parcels comprising the Withdrawn Property free and clear of all liens. To the extent any portion of the land referred to in Section 2.4.2 (c) has not been established as a legal parcel(s), City shall, within fourteen (14) days of recordation of the instrument by which a legal parcel(s) comprising all such land is created, execute and deliver to the Escrow Officer a Grant Deed conveying to Hull all right, title, and interest in and to said parcel(s).

(c) To the extent any portion of the land referred to in Section 2.4.2 (c) has not been established as a legal parcel, within twenty one (21) days of Hull’s notice of exercise of the right to Alternative Performance, Hull shall prepare and deliver to City tentative maps and legal descriptions sufficient to boundary line adjust parcels within the Hull-City Properties to establish a legal parcel(s) comprising all such land. In this event, the parties shall work cooperatively to process and perfect any such boundary line adjustment(s) in the most efficient and timely manner reasonably possible.

(d) The parties shall timely perform all other acts reasonably required

to carry out the intent and provisions of this Section 2.4, including as may be requested by the Escrow Agent, and shall equally pay all fees, costs, and expenses of the escrow and Escrow Agent, including associated title costs.

(e) The parties shall cause escrow to close within twenty one (21) days of the escrow opening or, if applicable, ten (10) days after recordation of the instrument by which a legal parcel(s) comprising all land referred to in Section 2.4.2 (c) is established. On the close of this escrow, Escrow Agent shall record all instruments in a manner to carry out the intent of the parties as expressed in this Section 2.4 and cause conformed and recorded copies of the same to be delivered to both Hull and City.

2.4.5 Balance of Agreement Unaffected. In the event of a Withdrawal Event, and except as provided in this Section 2.4, no additional consideration shall be paid or exchanged by the parties and the balance of the Agreement shall remain unaffected—by way of example only: the provisions of Section 1 not modified by this Section 2.4 shall remain in full force and effect; the City and Hull shall continue to retain all easements reserved or granted under this Agreement and those conveyed pursuant to the Easement, Road Access and Maintenance Agreement; and, Hull's retained and reserved rights and discretion to nine (9) of the ten (10) legal parcels situated within the Hull-City Properties and Hull's BLA Rights shall remain in full force and effect.

3. MISCELLANEOUS

3.1 Notices. All notices and any other communications permitted or required under this Agreement must be in writing and will be effective (a) immediately upon delivery in person or by facsimile, or upon delivery to the recipient if attached to an email communication; (b) on the date of delivery, as evidenced by the records of the courier, if deposited with a nationally-recognized commercial courier for overnight delivery, provided delivery is made during regular business hours or receipt is acknowledged by a person reasonably believed by the delivering party to be employed by the recipient; or (c) on the date indicated on the return receipt, if deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid. Any notice to be given by any party hereto may be given by the counsel for such party. All notices must be properly addressed and delivered to the parties at the addresses set forth below, or at such other addresses as either party may subsequently designate by written notice given in the manner provided in this section. A copy of all notices and other communications shall be delivered by email:

Hull: David J. Hull
P.O. Box 837
Ukiah, CA 95482
Email: davehullins@yahoo.com

City: City of Ukiah
Attention: Sage Sangiacomo, City Manager
Ukiah Civic Center
300 Seminary Ave
Ukiah, CA. 95482

Fax: 707-463-6204

Email: ssangiacomo@cityofukiah.com

3.2 Headings. The headings used herein are for purposes of convenience only and shall not be used in construing the provisions hereof.

3.3 Further Assurances. The parties hereby agree to execute such other documents and perform such other acts as may be reasonably necessary or desirable to carry out the purposes of this Agreement, whether before or after the Closing Date.

3.4 Entire Agreement. This Agreement represents the final, entire and complete agreement between the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous agreements, communications or representations, whether oral or written, express or implied. The parties acknowledge and agree that they shall not and are not relying on any representation, promise, inducement or other statement, whether oral or written and by whomever made, that is not contained expressly in this Agreement. This Agreement may only be modified by a written instrument signed by representatives authorized to bind both parties. Oral modifications are unenforceable.

3.5 Exhibits. Exhibits attached to this Agreement are incorporated into it by reference.

3.6 Partial Invalidity. If any term, covenant or condition of this Agreement or its application to any person or circumstances shall be held to be illegal, invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to other persons or circumstances shall not be affected, and each term hereof shall be legal, valid and enforceable to the fullest extent permitted by law, unless an essential purpose, or substantial portion of the consideration, of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision. In the event of such partial invalidity, the parties shall seek in good faith to agree on replacing any such legally invalid provisions with valid provisions which, in effect, will, from an economic viewpoint, most nearly and fairly approach the effect of the invalid provision and the intent of the parties in entering into this Agreement.

3.7 No Waiver. No consent or waiver by either party to or of any breach or non-performance of any representation, condition, covenant or warranty shall be enforceable unless in a writing signed by the party entitled to enforce performance, and such signed consent or waiver shall not be construed as a consent to or waiver of any other breach or non-performance of the same or any other representation, condition, covenant, or warranty. Nothing herein shall be construed to alter any statute of limitations.

3.8 Time of the Essence. Time is of the essence of this Agreement and each and every provision hereof.

3.9 Governing Law. This Agreement is entered into and shall be governed by, and construed and enforced in accordance with, the laws of the State of California (without giving effect to its choice of law principles). The parties agree to the jurisdiction of the California state courts and to venue in the state courts in Mendocino County.

3.10 Interpretation. All parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise, (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (iv) "or" is not exclusive; (v) "includes" and "including" are not limiting; and (vi) "days" means calendar days unless specifically provided otherwise.

3.11 Third Party Beneficiaries. This Agreement has been made solely for the benefit of the parties hereto, the Association, and their respective successors and permitted assigns, and nothing in this Agreement is intended to, or shall, confer upon any other person any benefits, rights or remedies under or by reason of this Agreement.

3.12 Compliance with Laws. Each party shall comply with all applicable laws, rules, regulations, orders, consents and permits in the performance of all of their obligations under this Agreement.

3.13 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument and is intended to be binding when all parties have delivered their signatures to the other parties. Signatures may be delivered by electronic or facsimile transmission. All counterparts shall be deemed an original of this Agreement.

3.14 Authority. The individuals executing this Agreement on behalf of Hull and City individually represent and warrant that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

3.15 Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and permitted assigns of the parties hereto. The City shall cooperate with Hull in any exchange by Hull under 26 U.S.C. §1031. Nothing in this provision shall preclude Hull from assigning this Agreement, or rights associated with it, as contemplated by Section 2 of this Agreement, including but not limited to the Association, and the future owners of, the Hull Residential Parcels. As to any of Hull's successors or assigns of his reserved, retained, or granted rights under Section 2 of this Agreement, upon said successor or assign assuming all of Hull's duties and obligations associated with such assignment or succession, Hull shall be released from such duties and obligations placed on Hull in said section. City shall not assign this Agreement without Hull's prior written approval, such approval not be unreasonably withheld or delayed, except that the City may assign its rights and obligations under this Agreement to a Public Agency or an organization or entity that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986 and applicable regulations. No such assignment shall release City from liability for the performance of any of its obligations under this Agreement which cannot lawfully be performed by the assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

[Type here]

[Type here]

COU 2122-201

03 / 25 / 2022

Dated: March __, 2022

HULL

By:



David J. Hull
Individually, as Trustee of the David J.
Hull Living Trust, and as managing member of
D&J Investments, LLC

Dated: March __, 2022

CITY OF UKIAH

By:

Sage Sangiacomo
City Manager

ATTEST

By:

Kristine Lawler, City Clerk

[Type here]

[Type here]

COU 2122-201

Dated: March __, 2022

HULL

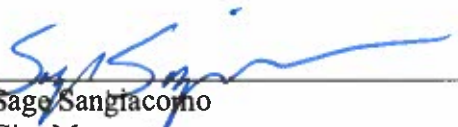
By:

David J. Hull
Individually, as Trustee of the David J.
Hull Living Trust, and as managing member of
D&J Investments, LLC

Dated: March 25, 2022

CITY OF UKIAH

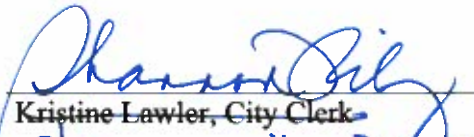
By:



Sage Sangiacomo
City Manager

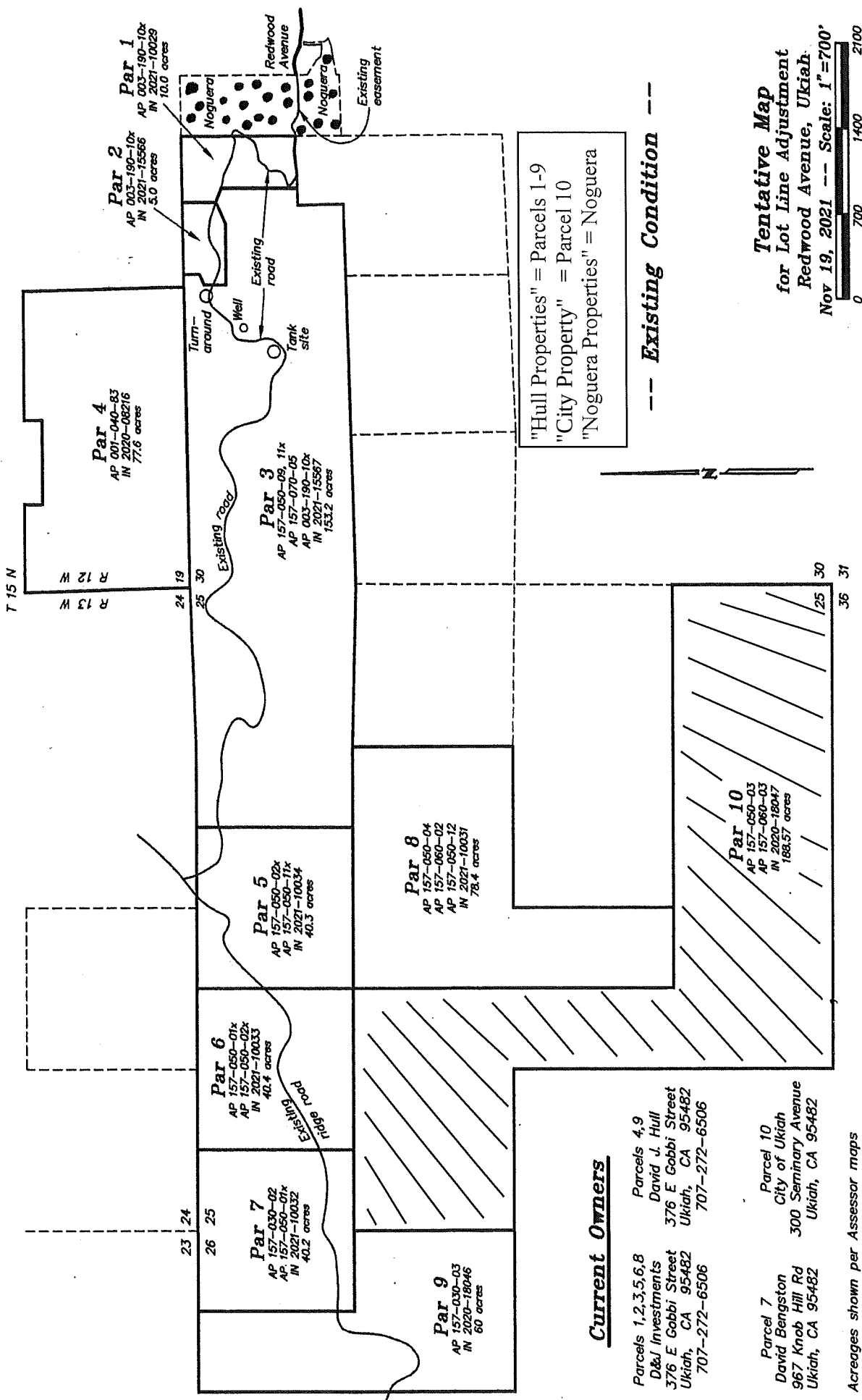
ATTEST

By:



~~Kristine Lawler, City Clerk~~
Shannon Riley, Deputy City Clerk

EXHIBIT A



Current Owners

- Parcels 1,2,3,5,6,8
D&J Investments
376 E Gobbi Street
Ukiah, CA 95482
707-272-6506
- Parcels 4,9
David J. Hull
376 E Gobbi Street
Ukiah, CA 95482
707-272-6506
- Parcel 7
David Bengston
967 Knob Hill Rd
Ukiah, CA 95482
- Parcel 10
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Acreages shown per Assessor maps

Tentative Map
for Lot Line Adjustment
Redwood Avenue, Ukiah
Nov 19, 2021 --- Scale: 1"=700'



EXHIBIT A-1

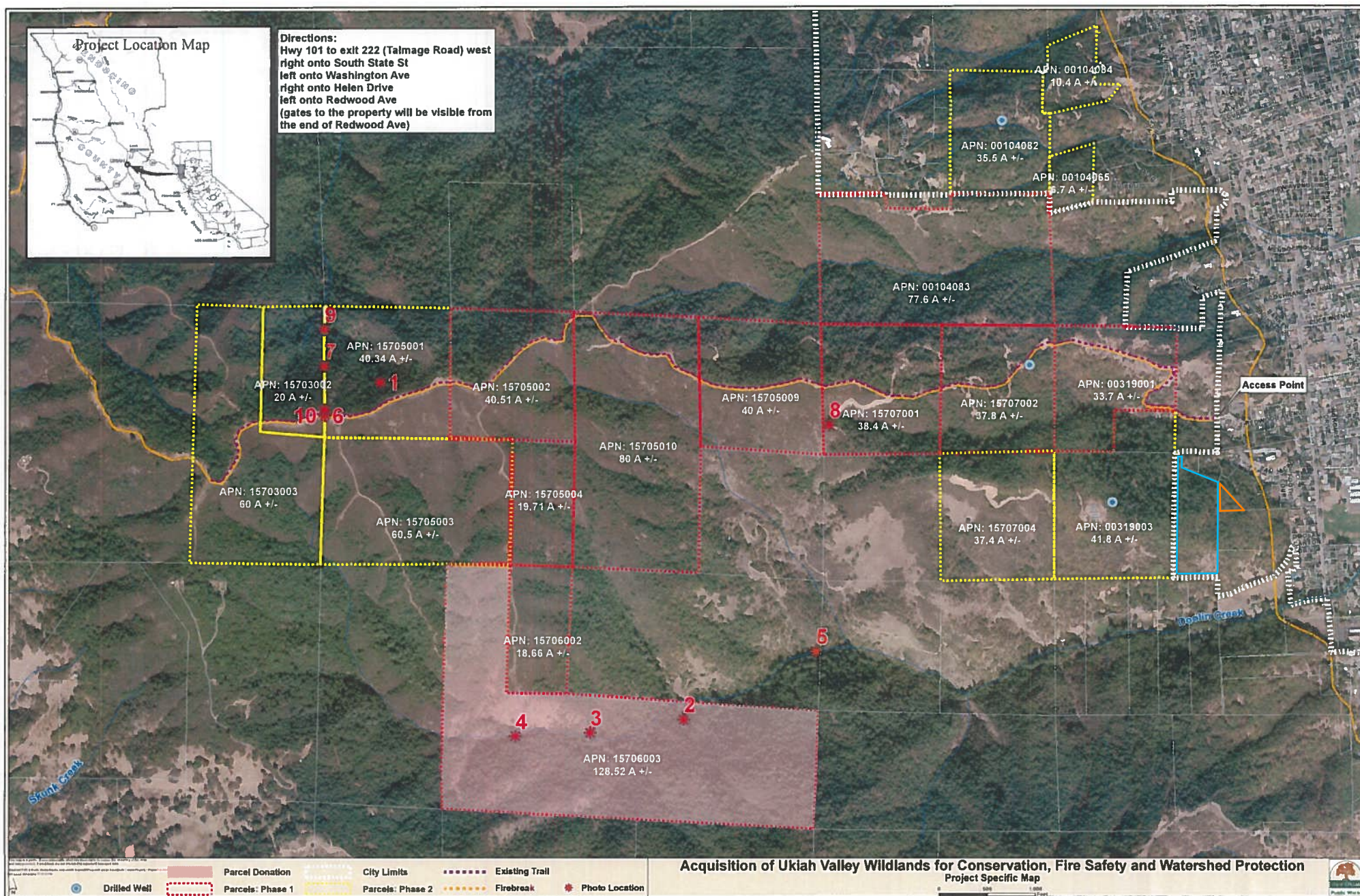


EXHIBIT B

EXHIBIT B
(Hull, D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, and within Sections 25 and 26, Township 15 North, Range 13 West, Mount Diablo Meridian, described in the following nine instruments:

1. Instrument No. 2021-10029, Mendocino County Records, D&J Investments, LLC
2. Instrument No. 2021-15566, Mendocino County Records, D&J Investments, LLC
3. Instrument No. 2021-15567, Mendocino County Records, D&J Investments, LLC
4. Instrument No. 2020-08216, Mendocino County Records, Hull
5. Instrument No. 2021-10034, Mendocino County Records, D&J Investments, LLC
6. Instrument No. 2021-10033, Mendocino County Records, D&J Investments, LLC
7. Instrument No. 2021-10032, Mendocino County Records, D&J Investments, LLC
8. Instrument No. 2021-10031, Mendocino County Records, D&J Investments, LLC
9. Instrument No. 2020-18046, Mendocino County Records, Hull, EXCEPTING
THEREFROM all that portion land described in Instrument No. 2020-18046 that
was granted from Hull to the City of Ukiah by way of Instrument No. 2020-18047.

EXHIBIT B

EXHIBIT C

After recording mail to:

City of Ukiah, a general law municipal corporation
300 Seminary Ave.
Ukiah, CA 95482

CONFORMED COPY

Copy of Document Recorded on
03/03/2021 09:23:58 AM
as 2021-03351
Mendocino County Clerk-Recorder

Order No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED
DOCUMENT TITLE**

This document is being re-recorded to Correct the spelling of the Grantor's name;
Grant Deed originally recorded December 31, 2020 as
Document number: 2020-18047, Mendocino County Records.

RECORDING REQUESTED BY:
Redwood Empire Title Company of Mendocino
County

**Mail Tax Statements and
When Recorded Mail Document To:**
City of Ukiah, a general law municipal corporation
300 Seminary Avenue
Ukiah, CA 95482

2020-18047
Recorded at the request of:
REDWOOD EMPIRE TITLE
12/31/2020 09:37 AM
Fee: \$0 Pgs: 1 of 5
OFFICIAL RECORDS
Katrina Bartolome - Clerk-Recorder
Mendocino County, CA



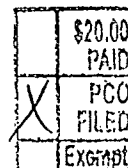
Escrow No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s) Documentary Transfer Tax stamps in the sum of -0- NO RECORDING FEE
PURSUANT TO RTC-11922

- ☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☒ Unincorporated area: of



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

David

~~David~~ J. Hull, a married man, as his sole and separate property

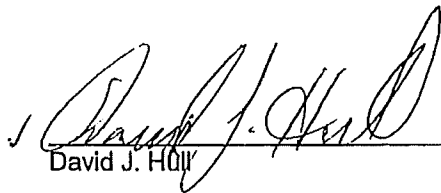
hereby GRANT(S) to

City of Ukiah, a general law municipal corporation

the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

Dated: December 15, 2020


David J. Hull

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

State of California

County of Mendocino

On Dec. 30, 2020 before me,

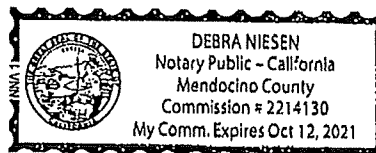
Debra Niesen, Notary Public,
personally appeared David J. Hull

David J. Hull 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 Debra Niesen (Seal)
Debra Niesen



Escrow No.: 20203118DN
Title Order No.:

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Lots 3, 6, 7 and 8 and the west half of Lots 4 and 5, all in Section 25, Township 15 North, Range 13 West, M.D.M.

Excepting therefrom all the coal and other minerals reserved by the United States in the Patents recorded March 15, 1945 in Book 182 of Official Records, Page 212, and recorded April 10, 1949 in Book 258 of Official Records, Page 273, Mendocino County Records.

A.P.N.: 157-050-03-05, 157-060-03-05

Pursuant to Certificate of Compliance recorded December 22, 2020 as 2020-17564 of Official Records.

EXHIBIT D

Escrow No.: 20220035RB
Title Order No.:

EXHIBIT D
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

TRACT ONE:

Parcel 1, as numbered and designated upon the Parcel Map of Minor Subdivision No. 84-6 filed for record July 26, 1984 in Map Case 2, Drawer 42, Page 2, Mendocino County Records.

APN: 003-181-01

TRACT TWO:

A 5 foot wide public utility easement, as reserved in the Grant Deed executed by City of Ukiah recorded July 16, 1985 in Book 1514, Page 244 of Official Records.

EXHIBIT E

Escrow No.: 20220036RB
Title Order No.:

EXHIBIT E
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of those lands described in deed from Amos Mahurin, et ux to Frank Robinson, et ux, dated November 1, 1930, recorded in Book 56 of Official Records, Page 362 et. seq., Mendocino County Records; thence North 82°25'06" East (Easterly per aforesaid deed), 45.00 feet along the South line of the County road leading from Ukiah to Talmage by way of Twin Oaks to the Point of Beginning; thence continuing North 82°25'06" East, 153.05 feet along the said South line of the County road leading from Ukiah to Talmage to the Northwest corner of Parcel 2 as designated upon the Parcel Map of Minor Subdivision No. 84-6 filed for record July 26, 1984 in Map Case 2, Drawer 42, Page 2, Mendocino County Records; thence along the Northerly line of said Parcel 2 North 82°25'06" East, 47.66 feet; thence continuing along the Northerly and Easterly line of said Parcel 2 through a tangent curve to the right with a radius of 15.00 feet through a central angle of 94°11'05" a distance of 24.66 feet; thence along the Easterly line of said Parcel 2 South 3°23'49" East, 15.76 feet; thence continuing along the Easterly line of said Parcel 2 through a tangent curve to the left with a radius of 3,044.00 feet through a central angle of 2°36'15" a distance of 138.36 feet; thence leaving said Easterly line of said Parcel 2 South 82°25'06" West, 249.76 feet more or less to the West line of the lands described in the aforesaid deed; thence along said West line North 08°31'40" West, 80.00 feet; thence leaving said West line North 82°25'06" East, 45.00 feet; thence North 08°31'40" West, 90.00 feet to the Point of Beginning.

Basis of Bearings: Found monuments as shown on Record of Survey, Map Case 2, Drawer 23, Page 31, Mendocino County Records, being North 08°31'40" West.

APN: 003-582-38

Pursuant to City of Ukiah Boundary Line Adjustment No. BLA 09-07 by Quitclaim Deed recorded October 25, 2010 as 2010-15014 of Official Records.

EXHIBIT F

Escrow No.: 20220270RB
Title Order No.:

EXHIBIT F
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Tract One:

Lying within Section 30, T15N, R12W, M.D.B.&M. and Lot 77 of the Yokayo Rancho and being more particularly described as follows:

Beginning at a 1/2" iron pipe plugged L.S. 3089 and being the Northwestern corner of Lot 2 of said Section 30 as shown per Case 2, Drawer 16, Page 30 M.C.R.; thence S 0°10'50" E 1325.72 feet to a 1/2" iron pipe plugged L.S. 3089 being the Southwesterly corner of said Lot 2; thence N 87°51'37" E 504.77 feet to a 1/2" iron pipe plugged L.S. 3089 being the Southeasterly corner of said Lot 2; thence along the Easterly line of said Lot N 0°13'08" W 733.49; thence N88° 12' 00" E 255.00 feet; thence N 41° 14' 41" W 388.33 feet; thence N 73° 11' 09" W 401.86 feet; North 160 feet to the Northerly line of said Lot 2; thence along said line S 88° 37' 58" W 120 feet to the point of beginning .

APN: 003-190-08 & 003-500-19

Tract Two:

Together with a non-exclusive easement for ingress, egress and public utilities being a width of 30 feet and lying equally left and right of the following described centerline.

Beginning at a point on the centerline at the Westerly end of San Jacinta Dr. as shown per Case 2, Drawer 13, Page 26 M.C.R.; thence S 86° 04' W 118.00 feet to a tangent curve concave to the South; thence thru said curve with central angle of 39° 56'00" a radius of 50.00 feet, a distance of 34.85 feet; thence S 46°08' W 70.00 feet to a tangent curve concave to the East; thence thru said curve with a central angle of 76° 08' a radius of 50.00 feet, a distance of 66.44 feet; thence S 30°00' E 40.00 feet to a tangent curve concave to the Northwest, thence thru said curve with a central angle of 148° 20' a radius of 40.00 feet, a distance of 103.56 feet; thence N 61° 40' W 65.00 to a tangent curve concave to the Northeast, thence thru said curve with a central angle of 44° 40' a radius of 50.00 feet, a distance of 38.98 feet; thence N 17° 00" W 50.00 feet to a tangent curve concave to the southeast; thence thru said curve with a central angle of 198° 00' a radius of 75.00 feet, a distance of 259.18 feet; thence S 35° 00' E 32.81 feet to the terminus of the above described line.

EXHIBIT G

EXHIBIT G

FINAL CONDITIONS OF APPROVAL FOR THE UKIAH WESTERN HILLS OPEN LAND ACQUISITION & LIMITED DEVELOPMENT AGREEMENT PROJECT, INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION, AND ORDINANCE FOR PREZONING FILE NO.: 20-5915.

The following Conditions of Approval shall be made a permanent part of the Lot Line Adjustments, Development Agreement, site improvements, prezoning and annexation associated with the Ukiah Western Hills Open Land Acquisition & Limited Development Agreement Project, shall remain in force regardless of property ownership, and shall be implemented in order for this entitlement to remain valid.

Project Summary. The Ukiah Western Hills Open Land Acquisition & Limited Development Project includes the following components: 1) Acquisition and annexation of approximately 707 acres into the City of Ukiah limits; 2) Prezoning the parcels to PF and R1-H (and associated Zoning Map and General Plan Map Amendments upon approval of the annexation application); 3) Sequential Lot Line Adjustments to reconfigure the existing parcels into seven lots ("Development Parcels") for future potential development; 4) Development Agreement between Hull Properties and the City allowing up to one single-family home and one accessory dwelling unit on each Development Parcel (14 units total); and 5) site improvements including extension of utilities, road improvements, and construction of the water tanks.

The Project includes several parcels located within unincorporated Mendocino County within the Ukiah Western Hills referred to as the "Hull Properties" (APNs 001-040-83, 157-070-01, 157-070-02, 003-190-01, 157-050-09, 157-060-02, 157-050-02, 157-050-04, 157-050-01, 157-030-02, 157-030-03, 157-050-11 & 157-050-12); "Noguera Properties" (APNs 003-190-09 & 003-110-90); and the City-owned "Donation Parcel" (APNs 157-050-03, 157-060-003).

The following Conditions of Approval apply to the Project.

City of Ukiah Special Conditions

1. Approval of the Project is contingent upon City Council approval of the Development Agreement, which includes an easement, road access and maintenance agreement.
2. In accordance with LAFCo-adopted procedures, and as required under the Development Agreement, the City will submit its annexation application to the Mendocino County Local Agency Formation (LAFCo), after it acquires title to the Annexation Parcels, and upon City Council approval of the Proposed Project.
3. An application for annexation and prezoning shall be approved by the Mendocino County Local Agency Formation Commission (LAFCo) prior to the prezoning becoming effective. Prezoning will also require a General Plan Map Amendment and Zoning Map Amendment, upon approval of the annexation application.
4. Upon approval of the annexation application, a copy of the final Lot Line Adjustment shall be provided to the City Engineer for final review before recordation. The final map shall conform to the Subdivision Map Act and Division 9, Chapter 1 of the Ukiah Municipal Code, as applicable. A copy of the recorded Lot Line Adjustment shall be submitted to the

Final Conditions of Approval
Western Hills Open Land Acquisition & Limited Development Agreement Project
File No.: 20-5915

Community Development Department prior to submittal of a Use Permit for single family housing within the Development Parcels located within the City's jurisdiction.

5. In accordance with the terms described in the Development Agreement, Hull shall have the option to withdraw the Hull Development Parcels from the City's annexation application, if LAFCo has failed to approve the annexation within one (1) year from the date the Executive Officer of LAFCo accepts the application as complete.
6. The Initial Study and Mitigated Negative Declaration prepared for the Project (SCH No. 2021040428) found that construction and ground disturbing activities associated with the Development Agreement, future residential development, and site improvements could result in direct significant impacts to Air Quality, Biological Resources, Cultural/Tribal Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, Utilities and Service Systems, and Wildfire. However, the mitigation measures identified within the Mitigation Monitoring and Reporting Program (**Attachment A**) shall be implemented as described to reduce potential environmental impacts. These mitigation measures shall apply to all future ground disturbing activities and development (including residential development), as described further in the Mitigation Monitoring Reporting Program.
7. Future residential development of the Development Parcels shall be in accordance with the Hillside Overlay Zoning District regulations contained within UCC Sections 9135-9139. All future development shall require discretionary review and may require additional environmental review. Additional project-specific Conditions of Approval may be required upon review by City departments and applicable agencies.
8. In accordance with the terms described in the Development Agreement, Hull shall retain the right to develop Development Parcels 1-3 prior to annexation. Single-family homes on Development Parcels 1-3 shall be constructed to R1-H standards by including them in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). In addition, the mitigation measures contained within the ISMND for residential development shall also be included in the CC&Rs and implemented for Development Parcels 1-3 if developed prior to annexation.
9. If development of Development Parcels 1-3 occurs after annexation, development shall comply with all R1-H development standards and be subject to discretionary review, in accordance with the City's Hillside Overlay District.
10. The Developer shall obtain regulatory permits, including but not limited to a 401 Water Quality Certification, California Department of Fish and Wildlife Lake and Streambed Alteration Agreement, etc., if work is proposed to the existing culverts, or in and around any watercourses in the future, in accordance with existing regulatory requirements.
11. The water tanks shall be painted green or a similar color to blend into the landscape.
12. An address assignment application shall be submitted to assign addresses to the proposed Development Parcels at the time of development.

City of Ukiah Standard Conditions

13. City Council approval is not effective until the 10-day appeal period applicable to the project has expired without the filing of a timely appeal. If a timely appeal is filed, the project is subject to the outcome of the appeal and shall be revised as necessary to comply

with any modifications, conditions, or requirements that were imposed as part of the appeal.

14. All use, construction and the location thereof, or occupancy, shall conform to the application and to any supporting documents submitted therewith, including any maps, sketches, or plot plans accompanying the application or submitted by applicant in support thereof.
15. Any construction shall comply with the "Standard Specifications" for such type of construction now existing or which may hereafter be promulgated by the Engineering Department of the City of Ukiah; except where higher standards are imposed by law, rule, or regulation or by action of the Planning Commission such standards shall be met.
16. The Applicant shall submit verification of all applicable permits or approvals in compliance with all local, state and federal laws to the Community Development Department prior to issuance of building permits.

Department of Public Works

17. Future residential development and site improvements (including road and access improvements) shall be reviewed by the Department of Public Works to identify site-specific requirements.
18. Construction projects that would disturb more than one acre of land, would be subject to the requirements of General Construction Activity Stormwater Permit (Construction General Permit Order 2009-0009-DWQ, also known as the CGP), which requires operators of such construction sites to implement stormwater controls and develop a Stormwater Pollution Prevention Plan (SWPPP) identifying specific BMPs to be implemented to reduce the amount of sediment and other pollutants associated with construction sites from being discharged in stormwater runoff.
19. Applicable City water and sewer connection fees shall be paid at the time of building permit issuance.
20. All work within the public right-of-way shall be performed by a licensed and properly insured contractor. The contractor shall obtain an encroachment permit for work within this area or otherwise affecting this area. Encroachment permit fee shall be \$45 plus 3% of estimated construction costs.

Electric Utility Department

21. A 10-ft. utility easement for any underground distribution extended into the parcel beyond the existing PUE shall be required. Prior to recordation of the Lot Line Adjustment easements must be surveyed and deeded or defined on the map. Alterations to the 10-ft. utility easement shall be submitted to the COUEUD for approval.
22. Upon individual parcel development, additional easements may be required to provide electric service.
23. Future site improvements shall be submitted to the Electric Utility Department for review and comment. Construction requirements and associated developer costs will be determined to provide electric service.
24. Developer shall incur all costs of project, to include labor, materials, and equipment.

Building Division

25. Submit plans and building permit application. Please submit four complete plan sets, two wet stamped and signed. All Conditions of Approval shall be printed on the first page of the Building Plans.
26. The design and construction of all site alterations shall comply with the current California Building Code, Plumbing Code, Electrical Code, California Mechanical Code, California Fire Code, California Energy Code, Title 24 California Energy Efficiency Standards, California Green Building Standards Code and City of Ukiah Ordinances and Amendments.

Ukiah Valley Fire Authority

27. All access improvements, roadways and residential development shall be reviewed by the Fire Marshall and adhere to all current local, state and federal fire regulations relating to access and safety, including but not limited to: California Building Code, Chapter 7A (Materials and Construction Methods for Exterior Wildfire Exposure, including Wildland Urban Interface regulations); California Residential Code, Section R337 (Materials and Construction Methods for Exterior Wildlife Exposure); California Referenced Standards Code, Chapter 12-7A (Fire Resistive Standards); California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3 (Fire Hazard Reduction Around Buildings and Structures); and California Government Code, Section 51182 (Very High Fire Hazard Severity Zones).

In addition, Public Resources Code Sections 4290 and 4291 contain additional requirements for lands within Very High Fire Severity Zones. These include the following in order to provide defensible space and fire protection for new construction and ensure adequate emergency access: increased property line setbacks for all applicable construction; on-site water storage for fire protection, driveway/roadway types and specifications based on designated usage; all weather driveway/roadway surfaces being engineered for 75,000lb vehicles; maximum slope of 16%; turnout requirements; gate requirements and setbacks, parking standards, fuels reduction regulations, etc.

**UKIAH WESTERN HILLS OPEN LAND & LIMITED DEVELOPMENT AGREEMENT PROJECT
MITIGATION MONITORING REPORTING PROGRAM**

Potential Impact	Mitigation Measure	Implementation Responsibility	Monitoring & Reporting Responsibility	Timing	Date Implemented
Construction and ground disturbing activities could result in short-term impacts to air quality.	AQ-1: Diesel Engines – Stationary and Portable Equipment and Mobile Vehicles: - Any stationary onsite diesel IC engines 50 horsepower or greater (i.e. large power generators or pumps) or any propane or natural gas engines 250 horsepower or greater may require a permit from the District. - Portable diesel powered equipment that may be used during the proposed project are required to be registered with the state Portable Equipment Registration Program (PERP) or obtain permits from the District. - Projects located adjacent to sensitive receptors (schools, child care facilities, health care facilities, senior facilities, businesses, and residences, etc.) during the construction phase of this project have the potential for exposure to diesel particulate. - Heavy duty truck idling and off-road diesel equipment or other diesel engine idling is limited to less than 5 minutes.	Developer	Developer	During construction and ground disturbing activities	
	AQ-2: Grading Projects- During Construction- All grading activities must comply with the following fugitive dust mitigation measures in accordance with District Regulation 1, Rule 1-430: All visibly dry disturbed soil road surfaces shall be watered to minimize fugitive dust emissions.	Developer	Developer	During construction and ground disturbing activities	

	2. All unpaved surfaces, unless otherwise treated with suitable chemicals or oils, shall have a posted speed limit of 10 mph. 3. Earth or other material that has been transported by trucking or earth moving equipment, erosion by water, or other means onto paved streets shall be promptly removed. 4. Asphalt, oil, water, or suitable chemicals shall be applied on materials stockpiles, and other surfaces that can give rise airborne dusts. 5. All earthmoving activities shall cease when sustained winds exceed 15 mph. 6. The operator shall take reasonable precautions to prevent the entry of unauthorized vehicles onto the site during non-work hours. 7. The operator shall keep a daily log of activities to control fugitive dust. 8. For projects greater than one acre or one mile of road not located within a Naturally Occurring Asbestos Area, prior to starting any construction the applicant is required to: 1. Submit a Large Area Grading permit application to the District. 2. Obtain a final determination from the Air Quality Management District as to the need for an Asbestos Dust Mitigation Plan and/or Geologic Survey to comply with CCR sections 93106 and 93105 relating to Naturally Occurring Asbestos. 3. Obtain written verification from the District stating that the project is in compliance with State and Local regulations relating to Naturally Occurring Asbestos. 4. If the project is located within a Naturally Occurring Asbestos Area, additional mitigations shall be required.				
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	AQ-3: Property Development-Prior to starting any construction, the applicant is required to: a. Obtain a Property Development Permit from the District for any open outdoor burning. b. Obtain a Grading Permit, if applicable. c. Confirm whether the project is in a Naturally Occurring Asbestos Area, and follow additional MCAQMD recommendations, if applicable. d. Consider alternate means of disposal other than open burning, such as cutting the majority of the larger material up as firewood, and chipping smaller material, if feasible to mitigate impacts from open outdoor burning. e. Obtain written verification from the MCAQMD stating that the project is in compliance with State and Local regulations.	Developer	Developer	Prior to construction	
Biological Resources					
Construction and ground disturbing activities could result in impacts to sensitive plant species and sensitive woodland tree habitat	BIO-1: Sensitive Trees. If trees are proposed for removal, preconstruction surveys shall be conducted by a qualified biologist to identify Oregon white oak forest and woodland, as well as California bay forest and woodland habitat; removal of sensitive habitat shall be conducted in accordance with California Department of Fish and Wildlife (CDFW) regulations.	Qualified Biologist	Developer	Prior to ground disturbing activities	
Construction and ground disturbing activities could impact Red-belly newt, and other special status amphibians and their habitat	BIO-2: Sensitive Amphibian Species. A qualified biologist shall survey the area prior to any groundbreaking activities to determine the presence of Red-belly newt, or other sensitive amphibian species, and identify additional avoidance measures, if needed. A qualified biologist shall be on-site for any dewatering event to address the potential for the presence of	Qualified Biologist	Developer	Prior to ground disturbing activities	

	sensitive amphibian species such as foothill yellow-legged frog (<i>Rana boylei</i>).				
Construction, vegetation removal, and ground disturbing activities could impact nesting birds and their habitat	BIO-3: Nesting Birds. Pre-construction surveys shall be conducted prior to any vegetation removal or ground disturbing activities occurring between March 1 and August 31 of any year. All active bird nests shall not be removed, relocated, or otherwise disturbed for any purpose until all fledglings have left the nest.	Qualified Biologist	Developer	Prior to vegetation removal or ground disturbing activities between March 1 and August 31	
Construction and ground disturbing activities could impact special-status insects and their habitat	BIO-4: Special-Status Insects. A qualified biologist shall survey the area prior to any groundbreaking activities to determine the presence of special-status insect species and identify additional avoidance measures if needed. If a special-status insect nests are observed, active nests shall not be removed, relocated, or otherwise disturbed until the nest becomes inactive.	Qualified Biologist	Developer	Prior to ground disturbing activities	
Construction and ground disturbing activities could impact special-status mammals and their habitat	BIO-5: Special-Status Mammals. Pre-construction surveys shall be conducted prior to any vegetation removal or ground disturbing activities. If evidence of bat roosts is observed (i.e. bat guano, ammonia odor, grease stained cavities) around trees or structures, pre-construction bat surveys shall be conducted by a qualified biologist for activities that may affect bat roosting habitat and den sites.	Qualified Biologist	Developer	Prior to ground disturbing activities	
Cultural Resources and Tribal Cultural Resources					

Ground disturbing activities have the potential for accidental discovery of unknown, undiscovered cultural resources and tribal cultural resources	CUL-1: Unanticipated Discovery. If previously unidentified cultural, historic, paleontologic or archeologic resources are encountered during project implementation, altering the materials and their stratigraphic context shall be avoided and work shall halt immediately. A qualified professional archaeologist shall be contacted to evaluate the resource and methods necessary to protect it. Project personnel shall not collect, move, or disturb cultural resources. Prehistoric resources include, but are not limited to, chert or obsidian flakes, projectile points, mortars, pestles, and dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic resources include stone or abode foundations or walls; structures and remains with square nails; and refuse deposits or bottle dumps, often located in old wells or privies.	Qualified archaeologist	Developer	During ground disturbing activities	
Ground disturbing activities have the potential for accidental discovery of unknown Native American remains	CUL-2: Encountering Native American Remains. If human remains are encountered during ground disturbing activities, all work shall stop in the immediate vicinity of the discovered remains and the County Coroner and a qualified archaeologist shall be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American and prehistoric, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and further recommendations regarding treatment of the remains will be provided.	Qualified archaeologist	Developer	During ground disturbing activities	
Geology and Soils					
Ground disturbing activities could result in impacts associated with	Incorporation of Mitigation Measure CUL-1	Qualified archaeologist	Developer	During ground disturbing activities	

erosion, the loss of topsoil and landslides if not properly designed	GEO-1: The Project shall comply with the erosion and design standards outlined in Chapter 7 of the Ukiah City Code. Prior to any ground disturbance, erosion and sediment control plans shall be submitted to the Public Works and Community Development Departments for review and approval. Said plans shall protect against soil erosion and runoff through the implementation of appropriate Best Management Practices (BMPs). Typical BMPs include the placement of straw, mulch, seeding, straw wattles, silt fencing, etc. No silt, sediment or other materials shall be allowed to flow from the project area.	Developer	Developer	Prior to any ground disturbance and throughout construction activities; ongoing as needed to control erosion	
Hazards and Hazardous Materials					
Project construction could result in a hazard to the public or the environment if the incidental use of petroleum hydrocarbons (fuel, oil) in tools used during construction were to lead to accidental leaks or spills in or around the work area	HAZ-1: The developer shall establish and implement construction site management practices that will prevent toxic materials and other debris from entering the City's storm drainage and waterway systems, including: a) There shall be no storage of hazardous materials at the Project Site; b) The developer shall provide adequate materials management, including covering, securing, and segregating potentially toxic materials (grease, oils, fuel, solvents, etc.); and c) The developer shall maintain supplies on-hand to contain spills of oil and any other hazardous materials used on-site.	Developer	Developer	During construction	
Construction of the Project may involve the use of gasoline-powered tools and equipment potentially	HAZ-2: Should portable gasoline-powered equipment be used on site, the following firesafe precautions shall be taken: a) Spark arresters are required on all portable gasoline-powered equipment. b) Equipment shall be maintained in good working condition, with exhaust systems and spark	Developer	Developer	During construction	

introducing new temporary sources of ignition that could increase fire risk.	arresters in proper working order and free of carbon buildup. c) Fuel the equipment in a safe place where spills can be contained and a fire extinguisher is nearby. Use the recommended gas/oil mixture and do not top off. Use a funnel or spout for pouring. Wipe off any spills. d) Do not refuel running or hot equipment. Dispense fuel at least 10 feet from sources of ignition. e) Do not use equipment in areas of dry vegetation. Keep leaves and dry materials away from a hot muffler. f) No smoking or open flame allowed near gasoline-powered equipment.				
Hydrology and Water Quality					
Ground disturbing activities and construction of the project would result in impervious surfaces that could impact water quality	Implementation of Mitigation Measures GEO-1 and HAZ-1	Developer	Developer	Prior to and during construction; ongoing as needed to control erosion	
Noise					
Ground disturbing activities and construction of the project would result in temporary noise impacts	NOI-1: Prior to building permit or grading permit issuance, the developer shall comply with the following: a. Construction contracts shall specify that all construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other state-required noise attenuation devices. b. Construction haul routes shall be designed to avoid or lessen impacts to noise-sensitive uses	Developer	Developer	Prior to issuance of building or grading permits, and during construction	

	(e.g., residences, schools, convalescent homes), to the extent feasible. c. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers. d. Per the City's Noise Ordinance, construction shall not take place outside of the hours of 7:00 a.m. to 7:00 p.m.				
Utilities and Service Systems					
City sewer, water and electric utilities would be extended to the area which could result in physical impacts to the environment	Implementation of BIO-1 through BIO-5 , and GEO-1 .	See BIO-1 through BIO-5 and GEO-1	See BIO-1 through BIO-5 and GEO-1	See BIO-1 through BIO-5 and GEO-1	
Wildfire					
Construction of the Project may involve the use of gasoline-powered equipment and machinery, potentially introducing new sources of ignition that could increase fire risk	Implementation of Mitigation Measure HAZ-2	Developer	Developer	During construction	

EXHIBIT H

EXHIBIT "C1"

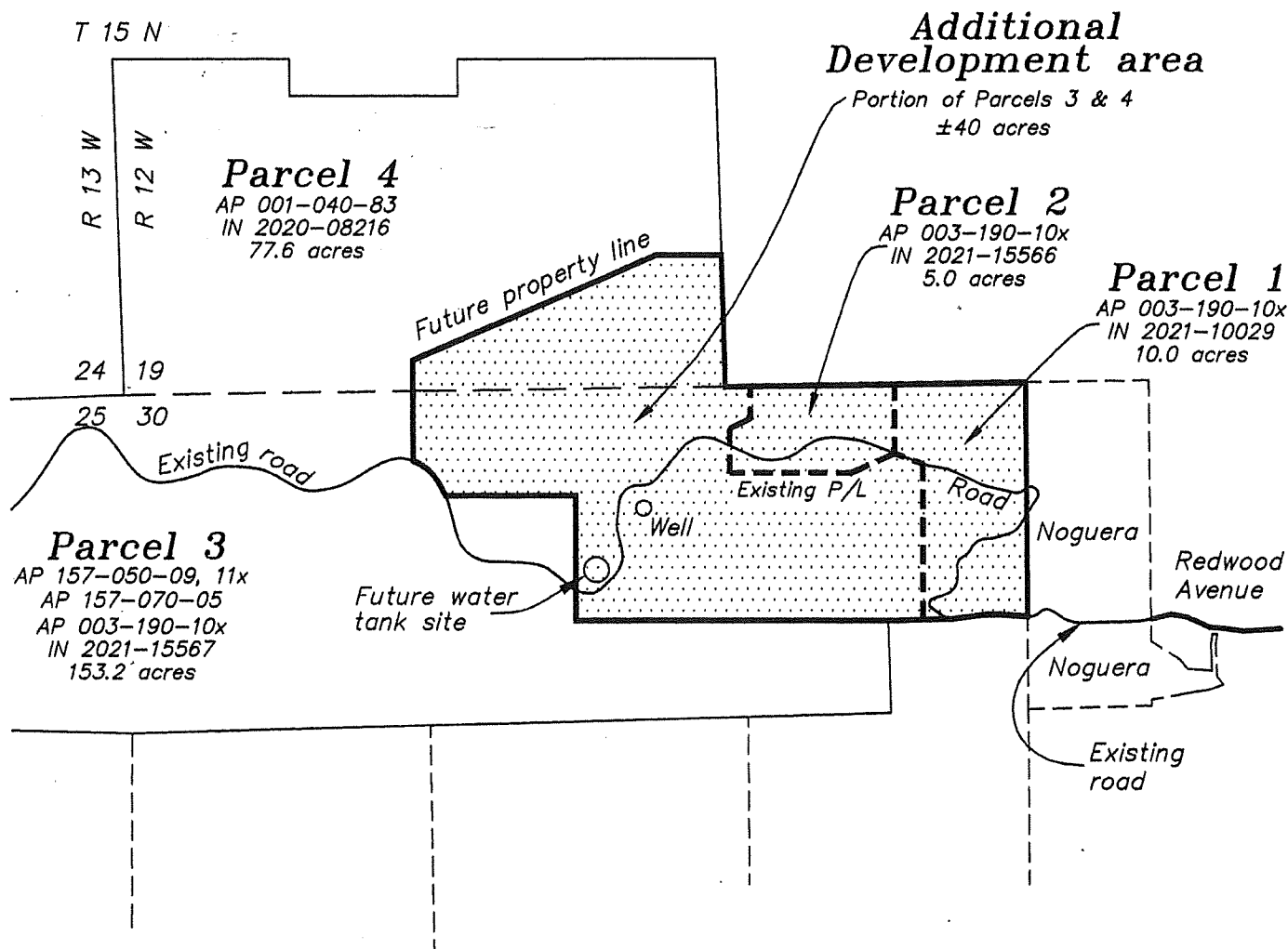
(Hull and D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, Mount Diablo Meridian described as follows:

1. All of that property described in Instrument Number 2021-10029, Mendocino County Records, labeled as Parcel 1 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
2. All of that property described in Instrument Number 2021-15566, Mendocino County Records, labeled as Parcel 2 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
3. An approximate 40 acre area lying within the properties described in Instrument Numbers 2020-08216 and 2021-15567, Mendocino County Records, labeled as Parcels 3 and 4 on the attached Exhibit "C2". (Owned by Hull and D&J Investments, portion of AP 001-040-83, portion of AP 003-190-10 and portion of AP 157-070-05). This area is shown on the attached Exhibit "C2", labeled Additional Residential Development Area.

Exhibit "C2"



Note:

Shaded area = Residential Development Area
(aka Hull Residential Parcels)

**Residential
Development Area**
Redwood Avenue, Ukiah
Jan 10, 2022 -- Scale: 1"=700'



EXHIBIT I

EXHIBIT I

INSURANCE REQUIREMENTS

Hull and upon its creation the Homeowners Association ("Association") shall maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with their pre-Close of Escrow investigations under Section 1 of this Agreement in accordance with Section 1.2.2.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Association shall maintain limits no less than:

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

C. Other Insurance Provisions

The policy is to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverage
 - a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as it relates to any of Hull's pre-Close of Escrow investigation actions on City-owned property as provided in Section 1.2.2 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 insurance coverage shall be primary insurance with respect to the City and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City and its officers, officials, employees or volunteers shall be excess of the insurance required by this provision 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 and its officers, officials, employees or volunteers.

- d. This 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.

4. All Coverages

The Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or 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. Notwithstanding that, the insurance coverage provided by this provision may be cancelled without notice upon the Close of Escrow.

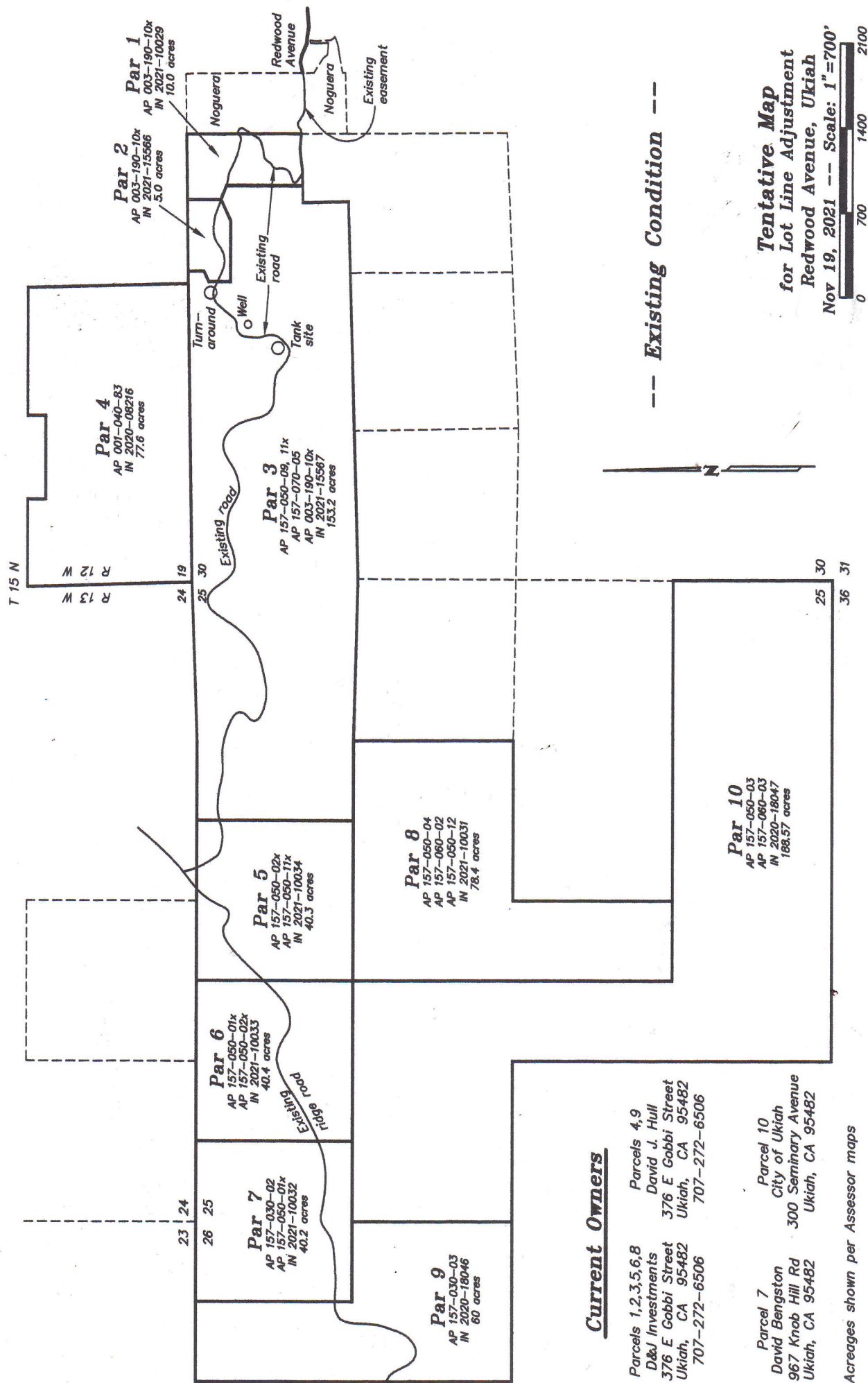
E. Acceptability of Insurers

Insurance is to be placed with an admitted or non-admitted California insurer with an A-A.M. Best's rating.

F. Verification of Coverage

Hull shall furnish the City with a certificate(s) of Insurance and with Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be issued or signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates and Endorsements are subject to review by the City on request. The City reserves the right to require complete, certified copies of all insurance policies required by this Exhibit.

EXHIBIT J



Current Owners

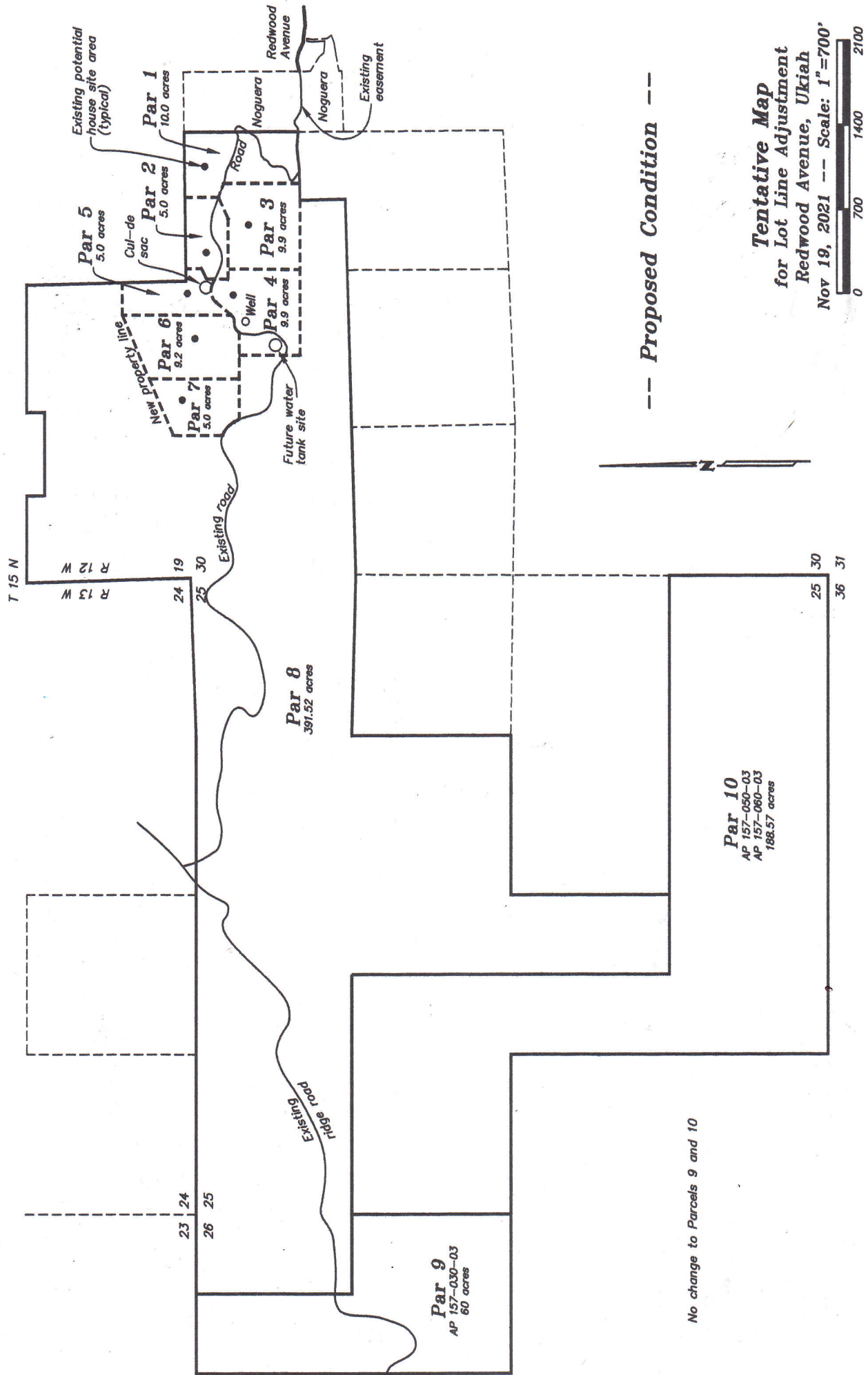
Parcels 1,2,3,5,6,8
D&J Investments
376 E Gobbi Street
Ukiah, CA 95482
707-272-6506

Parcels 4,9
David J. Hull
376 E Gobbi Street
Ukiah, CA 95482
707-272-6506

Parcel 7
David Bengston
967 Knob Hill Rd
Ukiah, CA 95482

Parcel 10
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Acreages shown per Assessor maps



Tentative Map
 for Lot Line Adjustment
 Redwood Avenue, Ukiah
 Nov 19, 2021 --- Scale: 1"=700'

EXHIBIT K

MEMORANDUM OF AGREEMENT WITH RESPECT TO
PROPERTY PURCHASE-SALE / EXCHANGE AND DEVELOPMENT AGREEMENT

Effective March __, 2022, the City of Ukiah (“**City**”), a general law municipal corporation, whose address is _____, Ukiah, CA 95482, David J. Hull, individually as Trustee of the David J. Hull Living Trust, and D&J Investments, LLC, a California limited liability company (collectively “**Hull**” or “**Developer**”), whose address is _____, Ukiah, CA 95482, entered into a certain agreement entitled Property Purchase-Sale / Exchange And Development Agreement (“**Exchange & Development Agreement**”).

The Exchange & Development Agreement includes certain rights, restrictions, encumbrances, and obligations effecting and otherwise in connection with the real property more particularly described in Exhibits A and B, which exhibits are attached hereto and incorporated herein by reference.

The terms and conditions of the Exchange & Development Agreement are more particularly described in said agreement, to which reference is herein made for all purposes.

This Memorandum is being executed and recorded in the Official Records of Mendocino County, California in order to give notice of the provisions of the Exchange & Development Agreement and this Memorandum shall not be deemed or construed to define, limit, or modify said agreement in any manner.

EXHIBIT A to Memorandum (Hull, D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, and within Sections 25 and 26, Township 15 North, Range 13 West, Mount Diablo Meridian, described in the following nine instruments:

1. Instrument No. 2021-10029, Mendocino County Records, D&J Investments, LLC
2. Instrument No. 2021-15566, Mendocino County Records, D&J Investments, LLC
3. Instrument No. 2021-15567, Mendocino County Records, D&J Investments, LLC
4. Instrument No. 2020-08216, Mendocino County Records, Hull
5. Instrument No. 2021-10034, Mendocino County Records, D&J Investments, LLC
6. Instrument No. 2021-10033, Mendocino County Records, D&J Investments, LLC
7. Instrument No. 2021-10032, Mendocino County Records, D&J Investments, LLC
8. Instrument No. 2021-10031, Mendocino County Records, D&J Investments, LLC
9. Instrument No. 2020-18046, Mendocino County Records, Hull, EXCEPTING
THEREFROM all that portion land described in Instrument No. 2020-18046 that
was granted from Hull to the City of Ukiah by way of Instrument No. 2020-18047.

After recording mail to:

City of Ukiah, a general law municipal corporation
300 Seminary Ave.
Ukiah, CA 95482

CONFORMED COPY

Copy of Document Recorded on
03/03/2021 09:23:58 AM
as 2021-03351
Mendocino County Clerk-Recorder

Order No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
DOCUMENT TITLE

This document is being re-recorded to Correct the spelling of the Grantor's name;
Grant Deed originally recorded December 31, 2020 as
Document number: 2020-18047, Mendocino County Records.

RECORDING REQUESTED BY:
Redwood Empire Title Company of Mendocino
County

**Mail Tax Statements and
When Recorded Mail Document To:**
City of Ukiah, a general law municipal corporation
300 Seminary Avenue
Ukiah, CA 95482

2020-18047
Recorded at the request of:
REDWOOD EMPIRE TITLE
12/31/2020 09:37 AM
Fee: \$0 Pgs: 1 of 5
OFFICIAL RECORDS
Katrina Bartolome - Clerk-Recorder
Mendocino County, CA



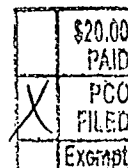
Escrow No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s) Documentary Transfer Tax stamps in the sum of -0- NO RECORDING FEE
PURSUANT TO RTC-11922

- ☐ computed on full value of property conveyed, or
- ☐ computed on full value less value of liens or encumbrances remaining at time of sale,
- ☒ Unincorporated area: of



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

David

~~David~~ J. Hull, a married man, as his sole and separate property

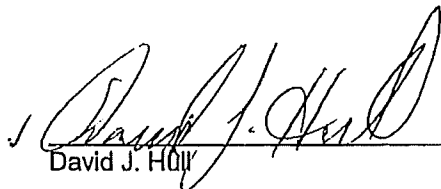
hereby GRANT(S) to

City of Ukiah, a general law municipal corporation

the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

Dated: December 15, 2020


David J. Hull

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

State of California

County of Mendocino

On Dec. 30, 2020 before me,

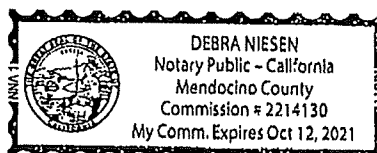
Debra Niesen, Notary Public,
personally appeared David J. Hull

David J. Hull 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 Debra Niesen (Seal)
Debra Niesen



Escrow No.: 20203118DN
Title Order No.:

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Lots 3, 6, 7 and 8 and the west half of Lots 4 and 5, all in Section 25, Township 15 North, Range 13 West, M.D.M.

Excepting therefrom all the coal and other minerals reserved by the United States in the Patents recorded March 15, 1945 in Book 182 of Official Records, Page 212, and recorded April 10, 1949 in Book 258 of Official Records, Page 273, Mendocino County Records.

A.P.N.: 157-050-03-05, 157-060-03-05

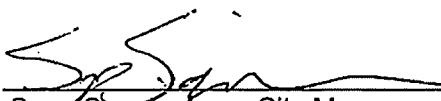
Pursuant to Certificate of Compliance recorded December 22, 2020 as 2020-17564 of Official Records.



CERTIFICATE OF ACCEPTANCE

This certifies that the interest in real property conveyed by the Grant Deed, dated December, 15, 2020, from David J. Hull to the City of Ukiah, a general law municipal corporation, is hereby accepted by order of the undersigned officer on behalf of the City of Ukiah pursuant to authority conferred by resolution of the City Council of the City of Ukiah adopted on February 1, 1961, and the Grantee consents to recordation thereof by its duly authorized officer.

By:


Sage Sangracomo, City Manager

APN 156-060-03

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

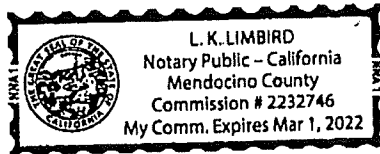
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Mendocino)
 On December 15, 2020 before me, L. K. Limbird,
 Date Here Insert Name and Title of the Officer
 personally appeared Sage Lee Sangiacomo
 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 L. K. Limbird
 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.

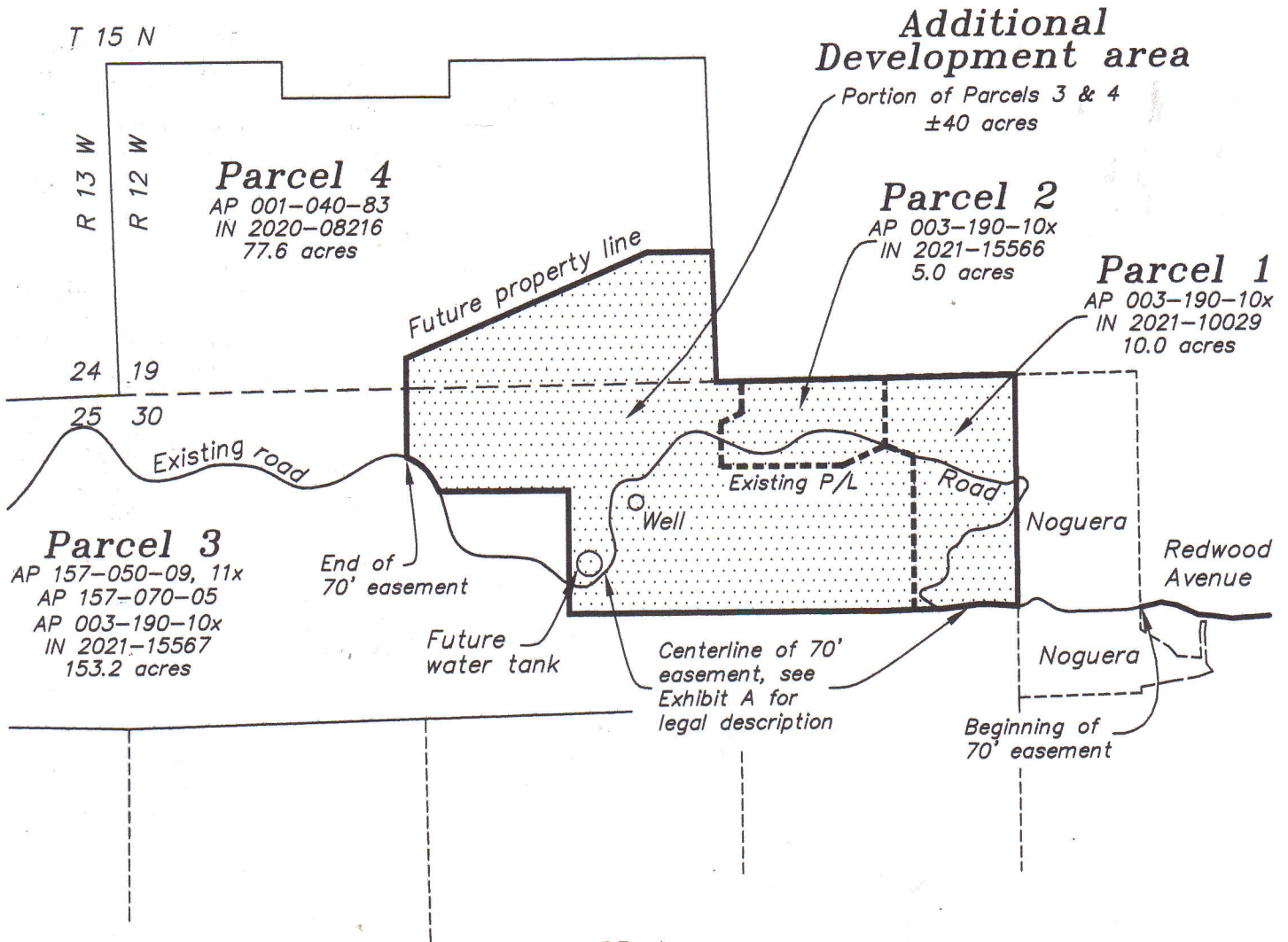
Description of Attached Document

Title or Type of Document: Certificate of Acceptance
 Document Date: December 15, 2020 Number of Pages: 1
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sage Lee Sangiacomo
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☒ Other: City Manager
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



Note:

Shaded area = Residential Development Area
(aka Hull Residential Parcels)

**Road Easement
Residential Development Area
Redwood Avenue, Ukiah
Mar 22, 2022 -- Scale: 1"=700'**



Reservation in Grant Deed from Hull to City of Hull Properties Re Hull Residential Parcels

David J. Hull, individually and as Trustee of the David J. Hull Living Trust, and D&J Investments, LLC, as California limited liability company (“Hull” or “Grantor”), on the one hand, and the City of Ukiah, a general law California City (“City” or “Grantee”), on the other hand do hereby acknowledge and agree that the form of reservation of easement for the benefit of Hull and burdening the real properties to be acquired by City, as required by the Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions (“Exchange Agreement”), shall substantially include the content below.

RESERVATION OF EASEMENT

In Hull’s transfer of title in and to the Hull Properties to City under the Exchange Agreement, the deed by which said transfer is made and recorded shall contain a reservation providing that Hull, including Hull’s successors, heirs, and assigns forever, reserves from said grant, transfer, and conveyance an **exclusive easement** for ingress, egress, and public and private utilities, on, over, under, and through the following described real property:

ALL THAT CERTAIN REAL PROPERTY situated in or about Ukiah, Mendocino County, California, more particularly described in **Exhibit A** and as shown in **Exhibit B** and **Exhibit C2**; and

ALL THAT CERTAIN REAL PROPERTY situated in or about Ukiah, Mendocino County, California, more particularly described in **Exhibit C1** as shown in **Exhibit C2**, for purposes of further sewer, electric and water utilities infrastructure, including without limitation wells, storage tanks, pipes and components, the precise location of said infrastructure which shall be determined during construction and subsequently described by a surveyed easement instrument which shall be recorded and amend this provision.

Each such referenced Exhibit is attached hereto and incorporated herein by reference.

Said reservation of easement is **appurtenant** to the real property described in **Exhibit C1** as shown in **Exhibit C2** (including any re-subdivisions thereof or parcels created therein)—attached hereto and incorporated herein by reference—for all lawful purposes, including but not limited to residential development and use. Said easement shall run with said lands, including any parcels created within it.

Said reservation of easement is also **in gross** to Grantor, together with the right and power to convey to others (in whole or in part) the easement(s) granted in this instrument, and shall remain so regardless of Grantor’s ownership of any lands.

Said reservation of easement includes the right to use, construct, reconstruct, repair, replace, maintain, and inspect facilities used to provide utilities, including but not limited to, electrical, cable, telecommunications, gas, sewer, and water. Said facilities include, but are not limited to, conduits, cables, manholes, vaults, utility poles, guying equipment, semi buried or ground mounted facilities such as pads, transformers, cable, or communication pedestals and other necessary or convenient facilities used for these purposes.

This reservation of easement includes not only Grantor’s right to use the easement as described above but also a right of access thereto across Grantee’s real property and to erect, maintain, and replace signs

Exhibit L

Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions

1

and markers warning of the location of said facilities, to survey within said easement, and to place or replace surveying stakes and monuments or a permanent nature therein.

Said grant is made together with the right of Grantor to re-convey, in whole or in part, non-exclusive easements to third parties for the easements reserved by this instrument.

Grantee retains the right to use the land subject to the easements provided that use does not obstruct or otherwise interference with Grantor's use of the easement of the purposes set forth herein.

EXHIBIT "A"

A 70 foot wide exclusive easement over a portion of the D & J Investments properties as described in the Quitclaim Deeds recorded July 01, 2021 as Instrument Number 2021-10029 and October 15, 2021 as Instrument Numbers 2021-15566 and 15567, Mendocino County Records as shown on the attached EXHIBIT "B" and the centerline of said easement is as described below:

BEGINNING at the southeast corner of the D & J Investments property described in Instrument Number 2021-10029, Mendocino County Records, said point being on the centerline of a private road as shown on the Record of Survey map recorded in Map Case 2, Drawer 27, Page 1, Mendocino County Records; thence along the centerline of said road North 85°26'00" West, 109.50 feet; thence along a curve to the left with a radius of 275.00 feet, a central angle of 11°04'30" and an arc length of 53.16 feet; thence South 83°29'30" West, 143.44 feet; thence along a curve to the right with a radius of 60.00 feet, a central angle of 40°55'30" and an arc length of 42.86 feet; thence North 55°35'00" West, 59.56 feet; thence along a curve to the right with a radius of 20.00 feet, a central angle of 127°10'00" and an arc length of 44.39 feet; thence North 71°35'00" East, 54.47 feet; thence along a curve to the left with a radius of 75.00 feet, a central angle of 75°09'30" and an arc length of 98.38 feet; thence North 03°34'30" West, 38.02 feet; thence along a curve to the right with a radius of 40.00 feet, a central angle of 69°30'00" and an arc length of 48.52 feet; thence along a curve to the left with a radius of 70.00 feet, a central angle of 39°58'00" and an arc length of 48.83 feet; thence along a curve to the right with a radius of 70.00 feet, a central angle of 64°42'00" and an arc length of 79.05 feet; thence along a curve to the left with a radius of 150.00 feet, a central angle of 16°03'00" and an arc length of 42.02 feet; thence North 74°36'30" East, 44.06 feet; thence along a curve to the left with a radius of 90.00 feet, a central angle of 41°56'30" and an arc length of 65.88 feet; thence North 32°40'00" East, 129.99 feet; thence along a curve to the left with a radius of 30.00 feet, a central angle of 158°45'00" and an arc length of 83.12 feet; thence South 53°55'00" West, 14.32 feet; thence along a curve to the right with a radius of 50.00 feet, a central angle of 49°12'30" and an arc length of 42.94 feet; thence North 76°52'30" West, 95.68 feet; thence along a curve to the right with a radius of 340.00 feet, a central angle of 12°40'00" and an arc length of 75.17 feet; thence North 64°12'30" West, 90.36 feet; thence along a curve to the left with a radius of 180.00 feet, a central angle of 18°59'00" and an arc length of 59.64 feet; thence North 83°11'30" West, 16.34 feet; thence along a curve to the right with a radius of 220.00 feet, a central angle of 13°53'30" and an arc length of 53.34 feet; thence North 69°18'00" West, 235.59 feet; thence along a curve to the left with a radius of 270.00 feet, a central angle of 13°52'00" and an arc length of 65.35 feet; thence North 83°10'00" West, 57.57 feet; thence along a curve to the left with a radius of 200.00 feet, a central angle of 46°28'11" and an arc length of 162.21 feet; thence along a curve to the right with a radius of 200.00 feet, a central angle of 64°03'53" and an arc length of 223.63 feet; thence North 65°34'19" West, 153.52 feet; thence along a curve to the left with a radius of 120.00 feet, a central angle of 74°31'35" and an arc length of 156.09 feet; thence South 39°54'06" West, 160.58 feet; thence along a curve to the right with a radius of 80.00 feet, a central angle of 55°34'10" and an arc length of 77.59 feet; thence along a curve to the left with a radius of 80.00 feet, a central angle of 89°18'15" and an arc length of 124.69 feet; thence South 06°10'01" West, 74.17 feet; thence along a curve to the left

with a radius of 150.00 feet, a central angle of 20°28'07" and an arc length of 53.59 feet; thence South 14°18'06" East, 57.98 feet; thence along a curve to the right with a radius of 120.00 feet, a central angle of 60°47'42" and an arc length of 127.33 feet; thence South 46°29'36" West, 70.00 feet; thence continuing along said road in a westerly direction approximately 1000 feet to the westerly end of the "Additional Development Area" as described on the attached Exhibit C1 and as shown on the attached Exhibit C2.

Easements located within AP 003-190-10x, 157-070-05 and 157-050-09 & 11x Redwood Avenue, Ukiah, CA

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

Ron W. Franz L.S. 7173 Dated

Exhibit "B"

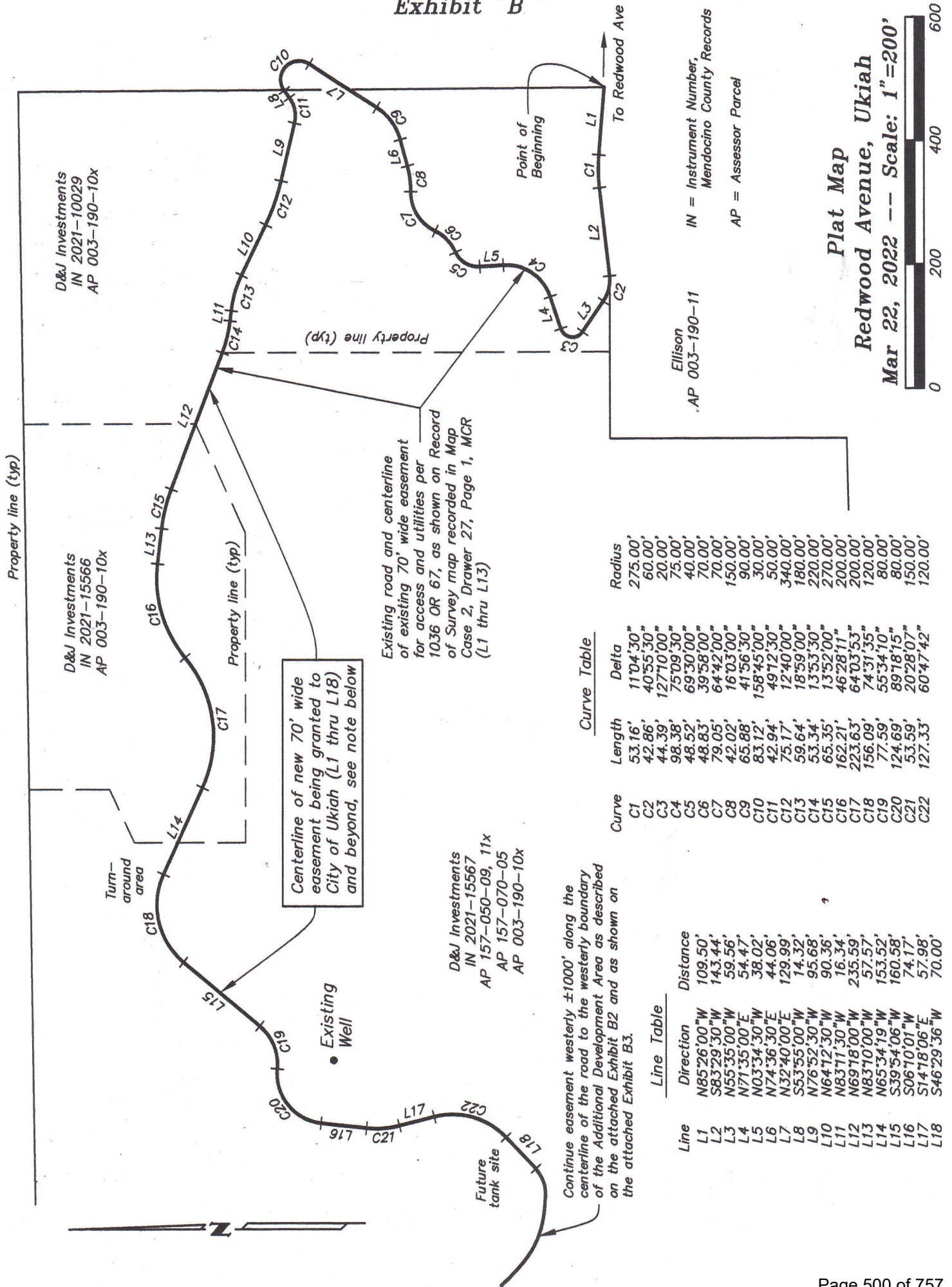


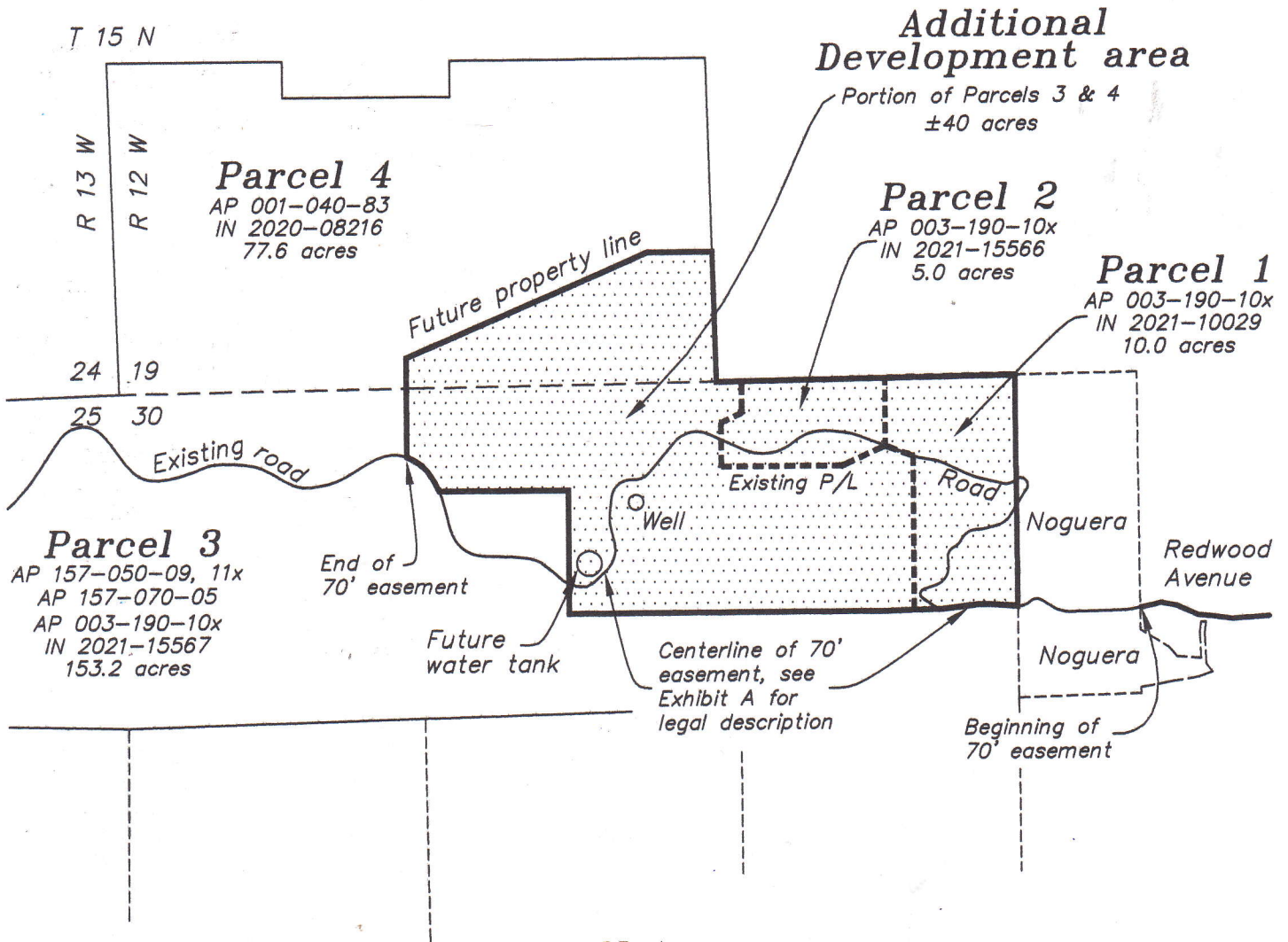
EXHIBIT "C1"

(Hull and D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, Mount Diablo Meridian described as follows:

1. All of that property described in Instrument Number 2021-10029, Mendocino County Records, labeled as Parcel 1 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
2. All of that property described in Instrument Number 2021-15566, Mendocino County Records, labeled as Parcel 2 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
3. An approximate 40 acre area lying within the properties described in Instrument Numbers 2020-08216 and 2021-15567, Mendocino County Records, labeled as Parcels 3 and 4 on the attached Exhibit "C2". (Owned by Hull and D&J Investments, portion of AP 001-040-83, portion of AP 003-190-10 and portion of AP 157-070-05). This area is shown on the attached Exhibit "C2", labeled Additional Residential Development Area.



Note:

Shaded area = Residential Development Area
(aka Hull Residential Parcels)

**Road Easement
Residential Development Area
Redwood Avenue, Ukiah
Mar 22, 2022 -- Scale: 1"=700'**



EXHIBIT M

Reservation in Grant Deed from Hull to City of Hull Properties Re San Jacinta Properties

David J. Hull, individually and as Trustee of the David J. Hull Living Trust, and D&J Investments, LLC, as California limited liability company (“Hull” or “Grantor”), on the one hand, and the City of Ukiah, a general law California City (“City” or “Grantee”), on the other hand do hereby acknowledge and agree that the form of reservation of easement for the benefit of Hull and burdening the real properties to be acquired by City, as required by the Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions (“Exchange Agreement”), shall substantially include the content below.

RESERVATION OF EASMENT

In Hull’s transfer of title in and to the Hull Properties to City under the Exchange Agreement, the deed by which said transfer is made and recorded shall contain a reservation providing that Hull, including Hull’s successors, heirs, and assigns forever, reserves from said grant, transfer, and conveyance an **exclusive easement** for ingress, egress, and public and private utilities, on, over, under, and through the following described real property:

ALL THAT CERTAIN REAL PROPERTY situated in or about Ukiah, Mendocino County, California, more particularly described in **Exhibit A** and as shown in **Exhibit B**, each of which is attached hereto and incorporated herein by reference.

Said reservation of easement is **appurtenant** to the real property described in **Exhibit C** (including any re-subdivisions thereof or parcels created therein)—attached hereto and incorporated herein by reference—for all lawful purposes, including but not limited to residential development and use. Said easement shall run with said lands, including any parcels created within it.

Said reservation of easement is also **in gross** to Grantor, together with the right and power to convey to others (in whole or in part) the easement(s) granted in this instrument, and shall remain so regardless of Grantor’s ownership of any lands.

Said reservation of easement includes the right to use, construct, reconstruct, repair, replace, maintain, and inspect facilities used to provide utilities, including but not limited to, electrical, cable, telecommunications, gas, sewer, and water. Said facilities include, but are not limited to, conduits, cables, manholes, vaults, utility poles, guying equipment, semi buried or ground mounted facilities such as pads, transformers, cable, or communication pedestals and other necessary or convenient facilities used for these purposes.

This reservation of easement includes not only Grantor’s right to use the easement as described above but also a right of access thereto across Grantee’s real property and to erect, maintain, and replace signs and markers warning of the location of said facilities, to survey within said easement, and to place or replace surveying stakes and monuments or a permanent nature therein.

Said grant is made together with the right of Grantor to re-convey, in whole or in part, non-exclusive easements to third parties for the easements reserved by this instrument.

Grantee retains the right to use the land subject to the easements provided that use does not obstruct or otherwise interference with Grantor’s use of the easement of the purposes set forth herein.

Exhibit M

Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions

1

EXHIBIT "A"

A 70 foot wide non-exclusive easement over a portion of the Ellison property as described in the Quitclaim Deed recorded July 10, 2020 as Instrument Number 2020-08218, and over a portion of the D&J Investments property described in the Quitclaim Deed recorded July 1, 2021 as Instrument Number 2021-10029, Mendocino County Records, said easement is as shown on the attached EXHIBIT "B" and the centerline of said easement is described below:

BEGINNING at the northeast corner of the said Ellison property; thence along the north line of said property and along the centerline of an existing road, North $85^{\circ}26'00''$ West, 109.50 feet; thence along a curve to the left with a radius of 275.00 feet, a central angle of $11^{\circ}04'30''$ and an arc length of 53.16 feet; thence South $83^{\circ}29'30''$ West, 143.44 feet; thence leaving said property line and continuing along said road along a curve to the right with a radius of 60.00 feet, a central angle of $40^{\circ}55'30''$ and an arc length of 42.85 feet and being the end of this line description.

Easement located within AP 003-190-10 & 11, Redwood Avenue, Ukiah, CA

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

Ron W. Franz L.S. 7173

Dated

Exhibit "B"

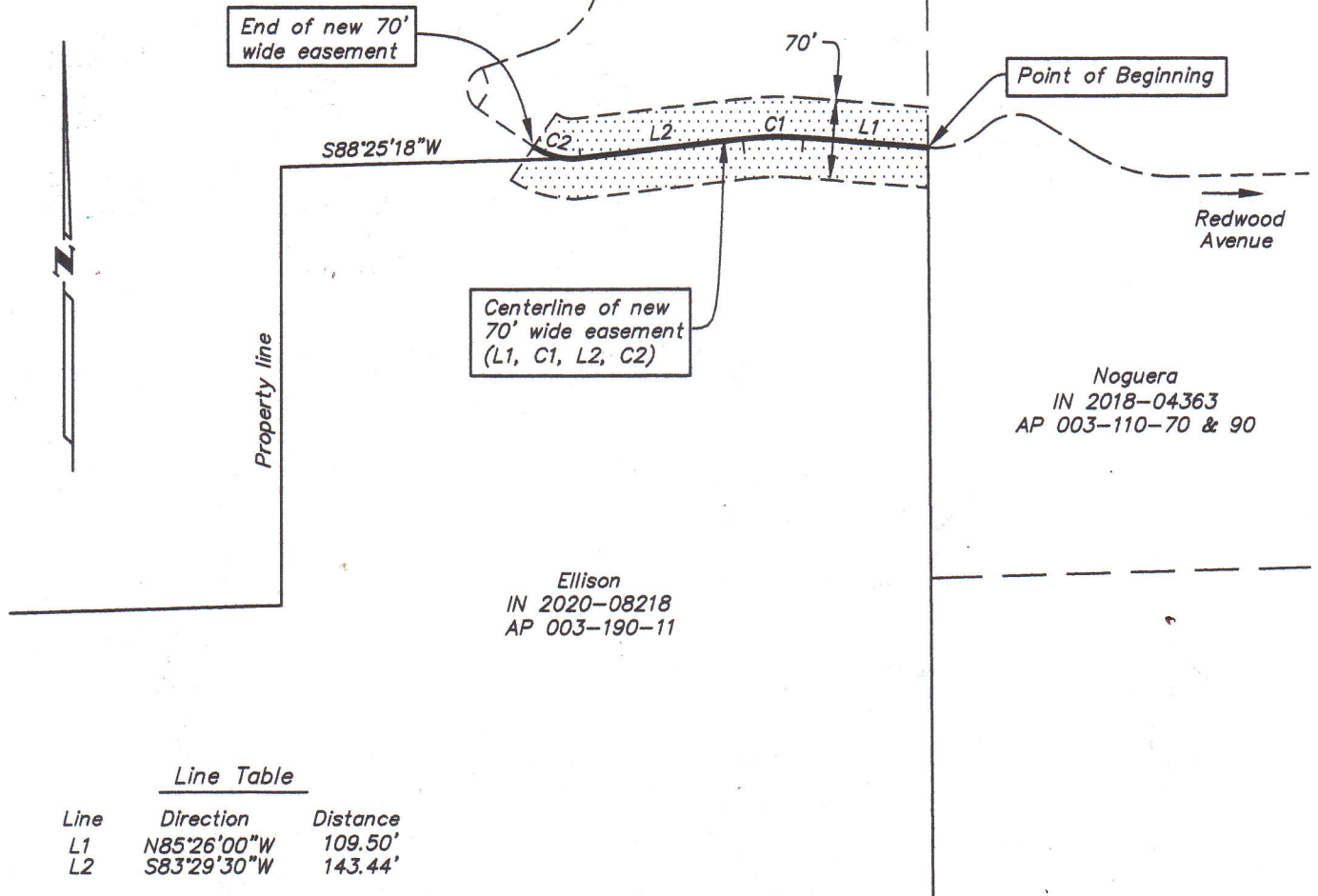
IN = Instrument Number,
Mendocino County Records

AP = Assessor Parcel

D&J Investments
IN 2021-10029
Portion of
AP 003-190-10

Noguera
IN 2018-04364
AP 003-190-09

Existing road and centerline
of existing 70' wide easement
for access and utilities per
1036 OR 67, as shown on Record
of Survey map recorded in Map
Case 2, Drawer 27, Page 1, MCR



Line Table

Line	Direction	Distance
L1	N85°26'00"W	109.50'
L2	S83°29'30"W	143.44'

Curve Table

Curve	Length	Delta	Radius
C1	53.16'	11°04'30"	275.00'
C2	42.86'	40°55'30"	60.00'

Easement Plat Map
Redwood Avenue, Ukiah
Mar 23, 2022 -- Scale: 1"=160'



Escrow No.: 20220270RB
Title Order No.:

EXHIBIT C
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Tract One:

Lying within Section 30, T15N, R12W, M.D.B.&M. and Lot 77 of the Yokayo Rancho and being more particularly described as follows:

Beginning at a 1/2" iron pipe plugged L.S. 3089 and being the Northwestern corner of Lot 2 of said Section 30 as shown per Case 2, Drawer 16, Page 30 M.C.R.; thence S 0°10'50" E 1325.72 feet to a 1/2" iron pipe plugged L.S. 3089 being the Southwesterly corner of said Lot 2; thence N 87°51'37" E 504.77 feet to a 1/2" iron pipe plugged L.S. 3089 being the Southeasterly corner of said Lot 2; thence along the Easterly line of said Lot N 0°13'08" W 733.49; thence N88° 12' 00" E 255.00 feet; thence N 41° 14' 41" W 388.33 feet; thence N 73° 11' 09" W 401.86 feet; North 160 feet to the Northerly line of said Lot 2; thence along said line S 88° 37' 58" W 120 feet to the point of beginning .

APN: 003-190-08 & 003-500-19

Tract Two:

Together with a non-exclusive easement for ingress, egress and public utilities being a width of 30 feet and lying equally left and right of the following described centerline.

Beginning at a point on the centerline at the Westerly end of San Jacinta Dr. as shown per Case 2, Drawer 13, Page 26 M.C.R.; thence S 86° 04' W 118.00 feet to a tangent curve concave to the South; thence thru said curve with central angle of 39° 56'00" a radius of 50.00 feet, a distance of 34.85 feet; thence S 46°08' W 70.00 feet to a tangent curve concave to the East; thence thru said curve with a central angle of 76° 08' a radius of 50.00 feet, a distance of 66.44 feet; thence S 30°00' E 40.00 feet to a tangent curve concave to the Northwest, thence thru said curve with a central angle of 148° 20' a radius of 40.00 feet, a distance of 103.56 feet; thence N 61° 40' W 65.00 to a tangent curve concave to the Northeast, thence thru said curve with a central angle of 44° 40' a radius of 50.00 feet, a distance of 38.98 feet; thence N 17° 00" W 50.00 feet to a tangent curve concave to the southeast; thence thru said curve with a central angle of 198° 00' a radius of 75.00 feet, a distance of 259.18 feet; thence S 35° 00' E 32.81 feet to the terminus of the above described line.

EXHIBIT N

Grant Deed (Easement) from Hull to City Re Hull Residential Parcels

David J. Hull, individually and as Trustee of the David J. Hull Living Trust, and D&J Investments, LLC, as California limited liability company (“Hull” or “Grantor”), on the one hand, and the City of Ukiah, a general law California City (“City” or “Grantee”), on the other hand do hereby acknowledge and agree that the form of grant deeded easement for the benefit of City and burdening the Hull Residential Parcels, as required by the Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions (“Exchange Agreement”), shall substantially include the content below.

GRANT DEED EASEMENT

In Hull’s transfer of title in and to the Hull Properties to City under the Exchange Agreement, the deed by which said transfer is made and recorded shall contain a reservation providing that Hull, including Hull’s successors, heirs, and assigns forever, reserves from said grant, transfer, and conveyance an **exclusive easement** for ingress, egress, and public and private utilities, on, over, under, certain described real property as provided for elsewhere in the Exchange Agreement. Upon recording of the grant deed containing said reservation, Hull shall then cause to be recorded a grant deed (easement) to City for a **non-exclusive easement** for ingress, egress, and public utilities, on, over, under, and through the following described real property:

ALL THAT CERTAIN REAL PROPERTY situated in or about Ukiah, Mendocino County, California, more particularly described in **Exhibit A** and as shown in **Exhibit B**, each of which is attached hereto and incorporated herein by reference.

Said easement shall run with said lands, including any parcels created within it. Said grant of easement is **appurtenant** to the real property described in **Exhibit C** (including any re-subdivisions thereof or parcels created therein)—attached hereto and incorporated herein by reference—for all lawful purposes, including but not limited to residential development and use. Said easement shall run with said lands, including any parcels created within it. Except as provided above regarding the real property described in Exhibit C, said grant of easement is appurtenant to the real property described in **Exhibits D and E**—attached hereto and incorporated herein by reference—for open space use only

Said grant of easement includes the right to use, construct, reconstruct, repair, replace, maintain, and inspect facilities used to provide utilities, including but not limited to, electrical, cable, telecommunications, gas, sewer, and water. Said facilities include, but are not limited to, conduits, cables, manholes, vaults, utility poles, guying equipment, semi buried or ground mounted facilities such as pads, transformers, cable, or communication pedestals and other necessary or convenient facilities used for these purposes.

This grant of easement includes not only Grantee’s right to use the easement as described above but also a right of access thereto across Grantor’s real property and to erect, maintain, and replace signs and markers warning of the location of said facilities, to survey within said easement, and to place or replace surveying stakes and monuments or a permanent nature therein.

Grantor retains the right to use the right, title, and interest that is subject to the easement in this instrument provided that use does not obstruct or otherwise interference with Grantee’s use of the easement of the purposes set forth herein.

Exhibit N

Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions

EXHIBIT "A"
(D&J Investments)

A 70 foot wide non-exclusive easement over a portion of the D & J Investments properties as described in the Quitclaim Deeds recorded July 01, 2021 as Instrument Number 2021-10029 and October 15, 2021 as Instrument Numbers 2021-15566 and 15567, Mendocino County Records as shown on the attached EXHIBIT "B" and the centerline of said easement is as described below:

BEGINNING at the southeast corner of the D & J Investments property described in Instrument Number 2021-10029, Mendocino County Records, said point being on the centerline of a private road as shown on the Record of Survey map recorded in Map Case 2, Drawer 27, Page 1, Mendocino County Records; thence along the centerline of said road North 85°26'00" West, 109.50 feet; thence along a curve to the left with a radius of 275.00 feet, a central angle of 11°04'30" and an arc length of 53.16 feet; thence South 83°29'30" West, 143.44 feet; thence along a curve to the right with a radius of 60.00 feet, a central angle of 40°55'30" and an arc length of 42.86 feet; thence North 55°35'00" West, 59.56 feet; thence along a curve to the right with a radius of 20.00 feet, a central angle of 127°10'00" and an arc length of 44.39 feet; thence North 71°35'00" East, 54.47 feet; thence along a curve to the left with a radius of 75.00 feet, a central angle of 75°09'30" and an arc length of 98.38 feet; thence North 03°34'30" West, 38.02 feet; thence along a curve to the right with a radius of 40.00 feet, a central angle of 69°30'00" and an arc length of 48.52 feet; thence along a curve to the left with a radius of 70.00 feet, a central angle of 39°58'00" and an arc length of 48.83 feet; thence along a curve to the right with a radius of 70.00 feet, a central angle of 64°42'00" and an arc length of 79.05 feet; thence along a curve to the left with a radius of 150.00 feet, a central angle of 16°03'00" and an arc length of 42.02 feet; thence North 74°36'30" East, 44.06 feet; thence along a curve to the left with a radius of 90.00 feet, a central angle of 41°56'30" and an arc length of 65.88 feet; thence North 32°40'00" East, 129.99 feet; thence along a curve to the left with a radius of 30.00 feet, a central angle of 158°45'00" and an arc length of 83.12 feet; thence South 53°55'00" West, 14.32 feet; thence along a curve to the right with a radius of 50.00 feet, a central angle of 49°12'30" and an arc length of 42.94 feet; thence North 76°52'30" West, 95.68 feet; thence along a curve to the right with a radius of 340.00 feet, a central angle of 12°40'00" and an arc length of 75.17 feet; thence North 64°12'30" West, 90.36 feet; thence along a curve to the left with a radius of 180.00 feet, a central angle of 18°59'00" and an arc length of 59.64 feet; thence North 83°11'30" West, 16.34 feet; thence along a curve to the right with a radius of 220.00 feet, a central angle of 13°53'30" and an arc length of 53.34 feet; thence North 69°18'00" West, 235.59 feet; thence along a curve to the left with a radius of 270.00 feet, a central angle of 13°52'00" and an arc length of 65.35 feet; thence North 83°10'00" West, 57.57 feet; thence along a curve to the left with a radius of 200.00 feet, a central angle of 46°28'11" and an arc length of 162.21 feet; thence along a curve to the right with a radius of 200.00 feet, a central angle of 64°03'53" and an arc length of 223.63 feet; thence North 65°34'19" West, 153.52 feet; thence along a curve to the left with a radius of 120.00 feet, a central angle of 74°31'35" and an arc length of 156.09 feet; thence South 39°54'06" West, 160.58 feet; thence along a curve to the right with a radius of 80.00 feet, a central angle of 55°34'10" and an arc length of 77.59 feet; thence along a curve to the left with a radius of 80.00 feet, a central angle of 89°18'15" and an arc length of 124.69 feet;

thence South 06°10'01" West, 74.17 feet; thence along a curve to the left with a radius of 150.00 feet, a central angle of 20°28'07" and an arc length of 53.59 feet; thence South 14°18'06" East, 57.98 feet; thence along a curve to the right with a radius of 120.00 feet, a central angle of 60°47'42" and an arc length of 127.33 feet; thence South 46°29'36" West, 70.00 feet; thence continuing along said road in a westerly direction approximately 1000 feet to the westerly end of the "Additional Development Area" as described on the attached Exhibit B2 and as shown on the attached Exhibit B3.

Easements located within AP 003-190-10x, 157-070-05 and 157-050-09 & 11x Redwood Avenue, Ukiah, CA

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

Ron W. Franz L.S. 7173 Dated

Exhibit "B1"

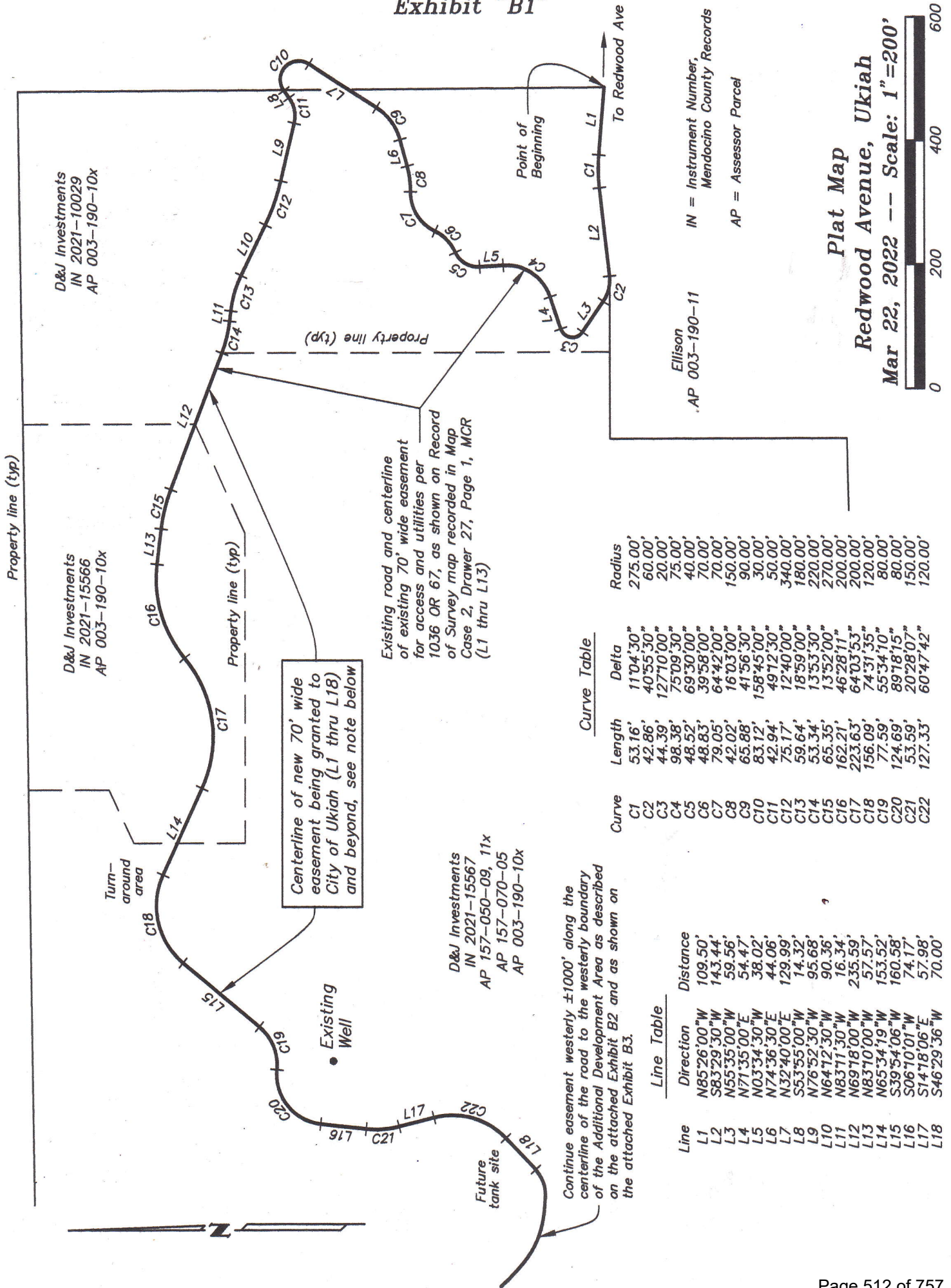


EXHIBIT "B2"

(Hull and D&J Investments)

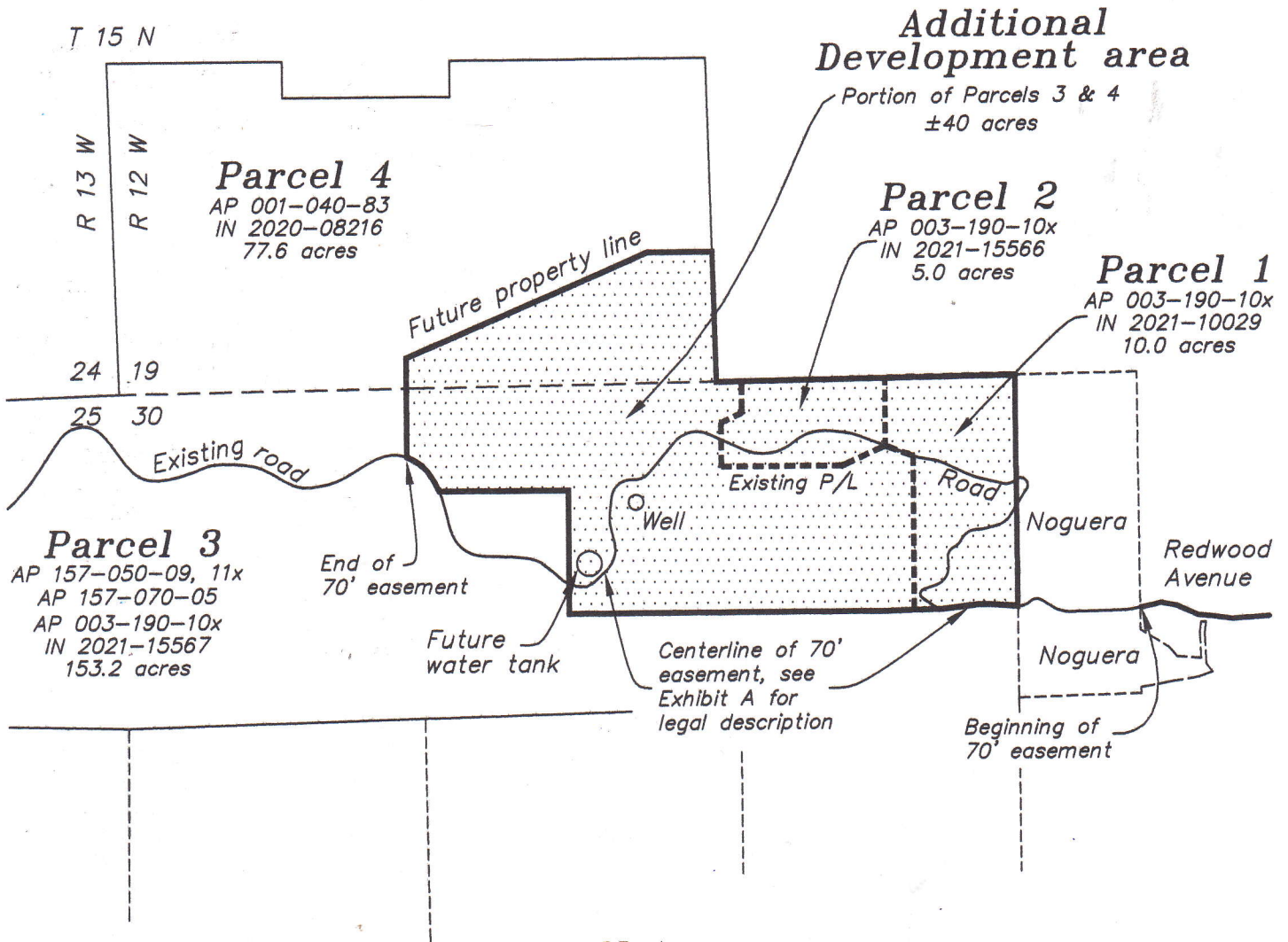
All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, Mount Diablo Meridian described as follows:

An approximate 40 acre area lying within the properties described in Instrument Numbers 2020-08216 and 2021-15567, Mendocino County Records, labeled as Parcels 3 and 4 on the attached Exhibit "B3". (Owned by Hull and D&J Investments, portion of AP 001-040-83, portion of AP 003-190-10 and portion of AP 157-070-05).

This area is shown on the attached Exhibit "B3", labeled Additional Residential Development Area.

Exhibit "B3"



Note:

Shaded area = Residential Development Area
(aka Hull Residential Parcels)

Road Easement
Residential Development Area
Redwood Avenue, Ukiah
Mar 22, 2022 -- Scale: 1"=700'



EXHIBIT "C1"

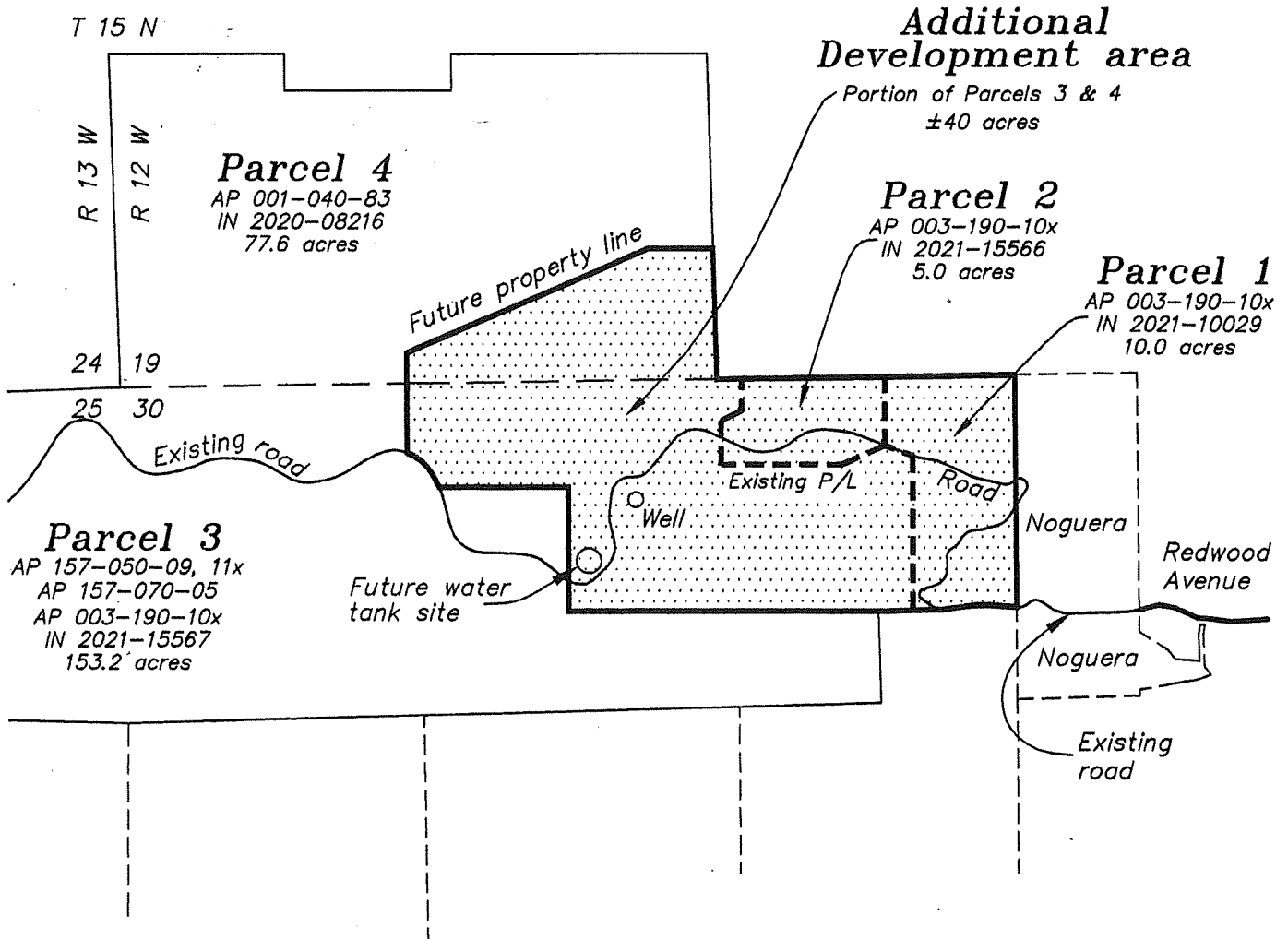
(Hull and D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, Mount Diablo Meridian described as follows:

1. All of that property described in Instrument Number 2021-10029, Mendocino County Records, labeled as Parcel 1 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
2. All of that property described in Instrument Number 2021-15566, Mendocino County Records, labeled as Parcel 2 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
3. An approximate 40 acre area lying within the properties described in Instrument Numbers 2020-08216 and 2021-15567, Mendocino County Records, labeled as Parcels 3 and 4 on the attached Exhibit "C2". (Owned by Hull and D&J Investments, portion of AP 001-040-83, portion of AP 003-190-10 and portion of AP 157-070-05). This area is shown on the attached Exhibit "C2", labeled Additional Residential Development Area.

Exhibit "C2"



Note:

Shaded area = Residential Development Area
(aka Hull Residential Parcels)

**Residential
Development Area**
Redwood Avenue, Ukiah
Jan 10, 2022 -- Scale: 1"=700'



EXHIBIT D
(Hull, D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, and within Sections 25 and 26, Township 15 North, Range 13 West, Mount Diablo Meridian, described in the following nine instruments:

1. Instrument No. 2021-10029, Mendocino County Records, D&J Investments, LLC
2. Instrument No. 2021-15566, Mendocino County Records, D&J Investments, LLC
3. Instrument No. 2021-15567, Mendocino County Records, D&J Investments, LLC
4. Instrument No. 2020-08216, Mendocino County Records, Hull
5. Instrument No. 2021-10034, Mendocino County Records, D&J Investments, LLC
6. Instrument No. 2021-10033, Mendocino County Records, D&J Investments, LLC
7. Instrument No. 2021-10032, Mendocino County Records, D&J Investments, LLC
8. Instrument No. 2021-10031, Mendocino County Records, D&J Investments, LLC
9. Instrument No. 2020-18046, Mendocino County Records, Hull, EXCEPTING
THEREFROM all that portion land described in Instrument No. 2020-18046 that
was granted from Hull to the City of Ukiah by way of Instrument No. 2020-18047.

EXHIBIT D

After recording mail to:

City of Ukiah, a general law municipal corporation
300 Seminary Ave.
Ukiah, CA 95482

CONFORMED COPY

Copy of Document Recorded on
03/03/2021 09:23:58 AM
as 2021-03351
Mendocino County Clerk-Recorder

Order No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
DOCUMENT TITLE

This document is being re-recorded to Correct the spelling of the Grantor's name;
Grant Deed originally recorded December 31, 2020 as
Document number: 2020-18047, Mendocino County Records.

RECORDING REQUESTED BY:
Redwood Empire Title Company of Mendocino
County

**Mail Tax Statements and
When Recorded Mail Document To:**
City of Ukiah, a general law municipal corporation
300 Seminary Avenue
Ukiah, CA 95482

2020-18047
Recorded at the request of:
REDWOOD EMPIRE TITLE
12/31/2020 09:37 AM
Fee: \$0 Pgs: 1 of 5
OFFICIAL RECORDS
Katrina Bartolome - Clerk-Recorder
Mendocino County, CA



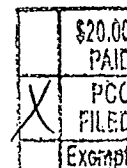
Escrow No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s) Documentary Transfer Tax stamps in the sum of -0- NO RECORDING FEE
PURSUANT TO RTC-11922

- ☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☒ Unincorporated area: of



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

David

~~David~~ J. Hull, a married man, as his sole and separate property

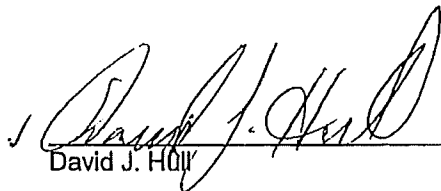
hereby GRANT(S) to

City of Ukiah, a general law municipal corporation

the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

Dated: December 15, 2020


David J. Hull

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

State of California

County of Mendocino

On Dec. 30, 2020 before me,

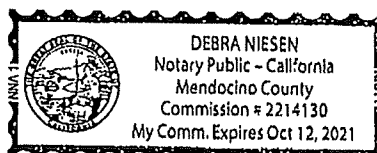
Debra Niesen, Notary Public,
personally appeared David J. Hull

David J. Hull 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 Debra Niesen (Seal)
Debra Niesen



Escrow No.: 20203118DN
Title Order No.:

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Lots 3, 6, 7 and 8 and the west half of Lots 4 and 5, all in Section 25, Township 15 North, Range 13 West, M.D.M.

Excepting therefrom all the coal and other minerals reserved by the United States in the Patents recorded March 15, 1945 in Book 182 of Official Records, Page 212, and recorded April 10, 1949 in Book 258 of Official Records, Page 273, Mendocino County Records.

A.P.N.: 157-050-03-05, 157-060-03-05

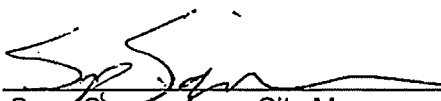
Pursuant to Certificate of Compliance recorded December 22, 2020 as 2020-17564 of Official Records.



CERTIFICATE OF ACCEPTANCE

This certifies that the interest in real property conveyed by the Grant Deed, dated December, 15, 2020, from David J. Hull to the City of Ukiah, a general law municipal corporation, is hereby accepted by order of the undersigned officer on behalf of the City of Ukiah pursuant to authority conferred by resolution of the City Council of the City of Ukiah adopted on February 1, 1961, and the Grantee consents to recordation thereof by its duly authorized officer.

By:


Sage Sangracomo, City Manager

APN 156-060-03

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

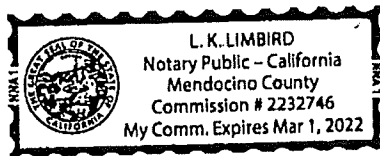
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Mendocino)
 On December 15, 2020 before me, L. K. Limbird,
 Date Here Insert Name and Title of the Officer
 personally appeared Sage Lee Sangiacomo
 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 L. K. Limbird
 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: Certificate of Acceptance
 Document Date: December 15, 2020 Number of Pages: 1
 Signer(s) Other Than Named Above: _____

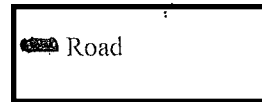
Capacity(ies) Claimed by Signer(s)

Signer's Name: Sage Lee Sangiacomo
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☒ Other: City Manager
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT O

Exhibit "B"
(Noguera)

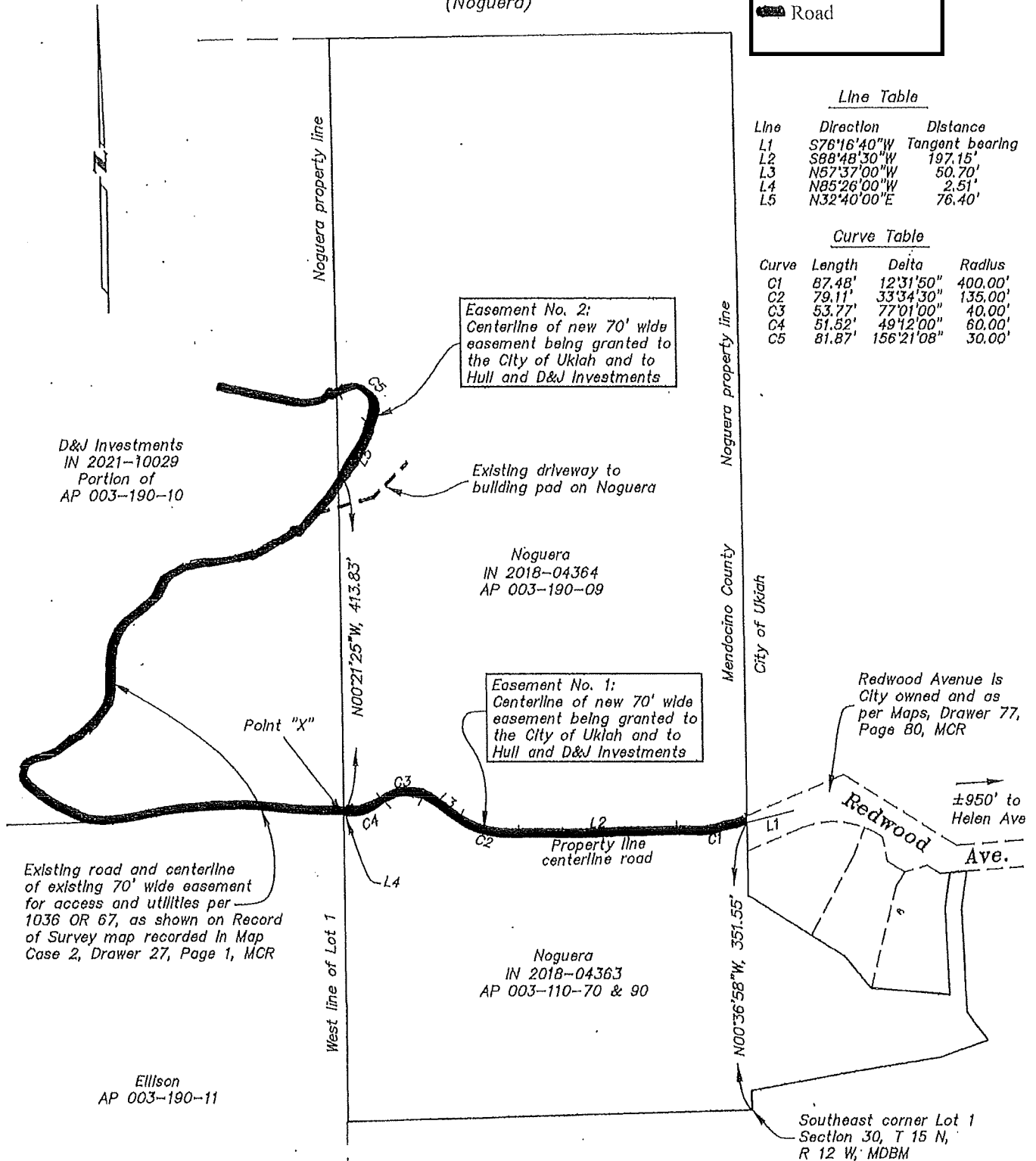


Line Table

Line	Direction	Distance
L1	S76°16'40"W	Tangent bearing
L2	S88°48'30"W	197.15'
L3	N57°37'00"W	50.70'
L4	N85°26'00"W	2.51'
L5	N32°40'00"E	76.40'

Curve Table

Curve	Length	Delta	Radius
C1	87.48'	12°31'50"	400.00'
C2	79.11'	33°34'30"	135.00'
C3	53.77'	77°01'00"	40.00'
C4	51.52'	49°12'00"	60.00'
C5	81.87'	156°21'08"	30.00'



IN = Instrument Number,
Mendocino County Records

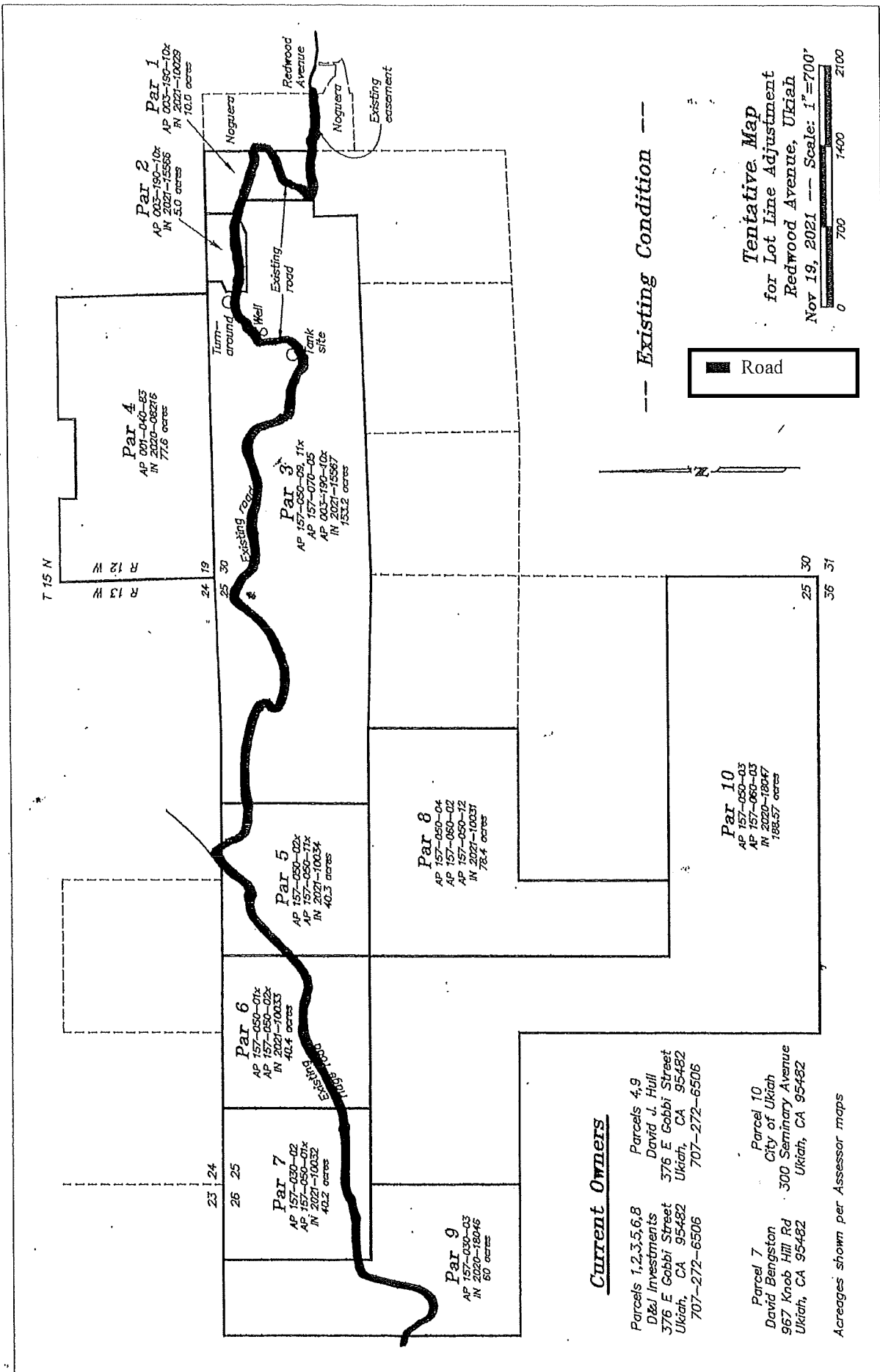
AP = Assessor Parcel

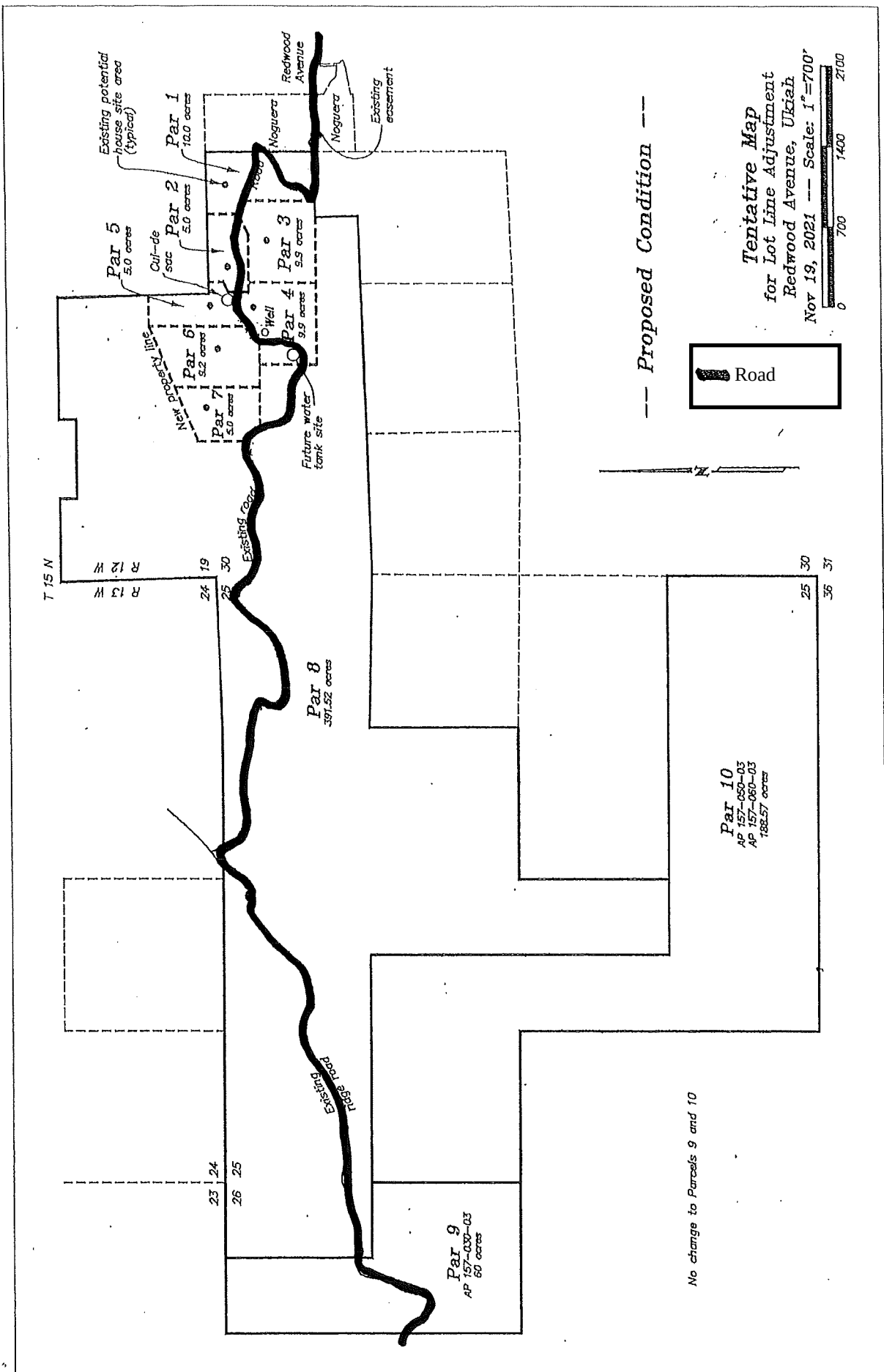
Plat Map

Redwood Avenue, Ukiah

Dec 21, 2021 -- Scale: 1"=160'







-- Proposed Condition --



Tentative Map
 for Lot Line Adjustment
 Redwood Avenue, Ukiah
 Nov 19, 2021 -- Scale: 1"=700'

No change to Parcels 9 and 10

EXHIBIT P

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE
REDWOOD AVENUE WESTERN HILLS PROJECT

This Declaration of Covenants, Conditions, and Restrictions of The Redwood Avenue Western Hills Project (“Declaration”) is made on the date executed below by David J. Hull, individually as Trustee of the David J. Hull Living Trust, and D&J Investments, LLC, a California limited liability company (collectively “Declarant”).

RECITALS

This Declaration is made with regard to the following facts:

A. Declarant is the owner of that certain property located in the County of Mendocino County, California, comprising approximately fifty-five (55) acres and more particularly described and shown in **Exhibit A**, which is attached hereto and incorporated herein by reference (“Development Property”).

B. Declarant intends to improve the Development Property by creating, including through the boundary line adjustment process, between three (3) and up to seven (7) residential parcels (or Lots) within the Development Property lands from and among a certain real property, portions of which Declarant owns and portions of which are owned by the City of Ukiah (“City”). Such lands owned by Declarant and City are more particularly described in **Exhibit B** and **Exhibit C**, respectively, each of which is attached hereto and incorporated herein by reference (collectively “Hull-City Properties”)

C. The present configuration of the legal parcels comprising the Hull-City Properties is shown on the first page (labeled “Existing Condition”) of the Map attached hereto and incorporated herein by reference as **Exhibit D**. The approximate intended location of all proposed seven Lots in the Development Parcels is shown as Parcels 1-7 on the second page (labeled “Proposed Condition”) of the Map.

D. Two Lots within the Development Property have been configured and established as legal parcels. The two parcels are shown on Exhibit A, labeled “Parcel 1” and “Parcel 2,” and also on Exhibit D, labeled there “Par 1” and “Par 2.” Declarant intends to configure the additional parcel or parcels within the lands described as “Additional Development Area” on the map made part of Exhibit A.

E. Declarant intends to create said Lots as part of a private, gated, residential development providing for separate title to each parcel/lot within said development project.

F. Declarant has constructed or will cause to be constructed certain improvements, utilities, and infrastructure, including an access road, a locked gate, drainage, and water, sewer, and electrical systems to serve the Development Property.

G. The configuration, boundary line adjustment(s), and development will be done in accordance with that certain “Property Purchase-Sale / Exchange and Development Agreement and Joint Escrow Instructions” (“Exchange & Development Agreement”), entered into by Declarant and the City.

H. The City will have access to and use of some Common Improvements (as defined herein) and the Declarant, Association, and Owners of the Lots in the development shall have easements for access and use of the Common Improvements and to the Lots.

I. The City is required, through the Mendocino Local Agency Formation Commission (“LAFCo”), to seek to annex the lands comprising the Development Property and/or to secure out of area service agreement(s) for the provision of utilities services to the Lots within the Development Property. Annexation would allow the creation and development of up to seven parcels within the Development Property. Absent annexation, it is expected that the total number of parcels to be created and developed within the Development Property would be more limited and subject to County of Mendocino zoning rules and regulations.

J. Declarant may create an Association to carry out the provisions of this Declaration.

K. Use of a portion of the Common Improvements described herein will also be made by certain neighboring property owners under the “Easement, Road Access And Maintenance Agreement” (“Access Agreement”), entered into by Declarant, the City, and said neighboring property owners, recorded on March 11, 2022, in the Official Records of Mendocino County as document 2022-03302.

L. As further provided in the Exchange & Development Agreement and Access Agreement, neither the neighboring property owners nor the City of Ukiah will become members of the Association, but are required to pay maintenance fees to the Association.

M. Pursuant to the Exchange & Development Agreement and Access Agreement, the Association has the right and obligation to maintain Common Improvements through and in the Development Property and including extensions thereof through the lands of the neighboring property owners.

NOW THEREFORE, Declarant hereby declares that all of the property described in Exhibit A is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of the plan for residential development

/ improvement and sale of said real property as part of a private, gated, residential development, and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the real property and every part thereof. All of the limitations, easements, uses, obligations, covenants, restrictions and conditions stated herein shall run with the real property, shall be binding on all parties having or acquiring any right, title or interest in any part of that real property, and shall be for the benefit of each Owner of any portion of that real property, or any interest in it, and shall inure to the benefit of and be binding upon each successor in interest of the Owners thereof. Each and all of these limitations, easements, uses, obligations, covenants, conditions and restrictions shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by any of the Owners of any of the individual Lots against any other Owner, tenant or occupant of the Lots, the real property, or any portions of it.

ARTICLE I. DEFINITIONS

Unless the context clearly indicates a different meaning, the terms used here, in the Project Documents, in any plans for the Development Property, and in any deeds regarding Lots in the Project shall have the meaning specified in this article.

1.1 "Architectural Control Guidelines" or "Guidelines" shall mean the written architectural review standards promulgated by the architectural control committee as provided Section 10.3.

1.2 "Articles" shall mean the articles of incorporation of the Association.

1.3 "Assessments" shall mean the regular and special assessments levied against each lot and its owner as provided in Article VI.

1.4 "Association" shall mean the association established hereunder to carry out the provisions of this Declaration.

1.5 "Board" shall mean the Board of Directors of the Association.

1.6 "Bylaws" shall mean the Association's bylaws as amended from time to time.

1.7 "Common Improvements" shall mean the "Road" (to its terminus at the western boundary of the Development Property) as labeled and shown on the map attached hereto and incorporated herein by reference as **Exhibit E**, the water system (water well(s), water-storage tanks(s), pumps, and water pipelines to enable connection by Owners to serve individual Lots), the sewage disposal system (holding tank(s), pumps, and other components to enable connection by Owners to serve individual Lots for the treatment of sewage solids and/or an effluent line with connection to the City's sewer main), and electrical and other utilities to serve the Common Improvements and to enable connection by Owners to serve individual Lots.

1.8 "Declarant" shall mean David J. Hull, individually as Trustee of the David J. Hull Living Trust, and D&J Investments, LLC, a California limited liability company and his/its successors and assigns.

1.9 "Declarant's Reserved Rights" shall mean Declarant's rights and interests reserved, retained, and/or granted in the Exchange & Development Agreement and/or Access Agreement.

1.9 "Declaration" shall mean this instrument as amended from time to time.

1.10 "Dwelling" shall mean a single-family residential dwelling unit, together with garages and permissible accessory structures on the same Lot.

1.11 "Improvement" shall mean Structures, as defined herein, substantial plants such as trees, hedges, shrubs, bushes and major landscaping of any kind. "Improvement" shall include any excavation, fill, ditch, diversion dam or other thing or device that affects or alters the natural flow of surface or subsurface water from, upon, under or across any portion of the Project. "Improvement" shall also mean any utility line, conduit, pipe or other related facility or equipment.

1.12 "Individual Charges" shall mean those charges levied against an Owner or Member by the Association as provided in Section 6.5.

1.13 "Lot(s)" shall mean any one of the three (3) to seven (7) residential lots of the Project and, where applicable, such other properties that, in the discretion of the Association, are admitted to membership.

1.14 Map shall mean that certain Tentative Map, consisting of two pages, the first of which is entitled "Existing Condition" and the second of which is entitled "Proposed Condition," as true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit D.

1.15 "Member" shall mean a person entitled to membership in the Association as provided herein. Each Owner or co-Owner of a Lot shall be a Member.

1.16 "Mortgage" shall mean a mortgage or deed of trust encumbering a Lot or other portion of the Project. A "mortgagee" shall include the beneficiary under a deed of trust. A "first mortgage" or "first mortgagee" is one having priority as to all other mortgages or holders of mortgages encumbering the same Lot or other portions of the Project. A "first mortgagee" shall include any holder (including FHLMC and FNMA), insurer (including FHA) or guarantor (including VA) of a first mortgage on a Lot or other portion of the Project. "FHLMC" shall mean the Federal Home Loan Mortgage Corporation. "FNMA" shall mean Federal National Mortgage Association. "FHA" shall mean the Federal Housing Administration of the United States Department of Housing and Urban Development. "VA" shall mean the

Veterans Administration of the United States Department of Housing and Urban Development.

1.17 "Owner" shall mean any person or persons, entity or entities, or combinations thereof, holding a record fee ownership interest in a Lot, including Declarant, and contract sellers. "Owner" shall not include persons or entities that hold an interest in a Lot merely as security of the performance of an obligation.

1.18 "Project" shall mean the entire parcel(s) of real property described in Exhibit A, which is or shall be reconfigured into Lots.

1.19 "Project Documents" shall mean this Declaration and the Articles, Bylaws, Rules and regulations of the Association, including any architectural control guidelines and easements of record reserved or granted to or by the Declarant or Association, and shall include the Exchange & Development Agreement and Access Agreement.

1.20 "Rules" shall mean the rules, if any, promulgated by the Association to govern the possession, use and enjoyment of the Project as amended from time to time.

1.21 "Structure" shall mean any tangible thing or device to be fixed permanently or temporarily to real property including, without limitation, any Dwelling, building, garage, accessory dwelling unit, driveway, bikeway, walkway, concrete pad, asphalt pad, porch, patio, shed, greenhouse, bathhouse, tennis court, pool, barn, stable, fence, wall pole, sign, antenna, sprinkling system or tent.

ARTICLE II. PROPERTY

2.1. Property Subject to Declaration. All of the real property described in Exhibit A is hereby declared to be subject to this Declaration.

2.2. Common Improvements Ownership & Easements; Water Development Restrictions. The Declarant, and then upon its formation the Association, shall be granted / reserve in any conveyance creating an Owner's interest in a Lot, an exclusive easement in gross for use, maintenance, and control of the Common Improvements for the use and benefit of the Project, and shall convey to the Owner a non-exclusive easement for use of the Common Improvements, including on the Owner's Lot, provided that said exclusive easement shall not be made appurtenant to any land other than that described in Exhibit A unless otherwise approved by the Association as provided in this Declaration. The Common Improvements shall be maintained by the Association as provided in Section 5.3.A. The Declarant, and then upon its formation the Association, shall own the personal property comprising the Common Improvements.

The right to drill wells or develop water on any of the Lots is hereby exclusively reserved to the Declarant and, once formed, the Association, which shall have the sole right to perform those activities, subject to certain restrictions set forth in Section 5.3.E. No Lot Owner may drill for water or develop water without the express written permission of the Association.

2.3. Incidents of Lot Ownership, Inseparability. Every Lot shall have appurtenant to it the following interests: (a) A membership in the Association; and, (b) a non-exclusive easement for use and enjoyment of the Common Improvements subject to the easements of record and these covenants, conditions, and restrictions. Limitations, easements and lien as are contained in the Project Documents and subject to other reasonable regulation by the Association. Such interests shall be appurtenant to and inseparable from ownership of the Lot. Any attempted sale, conveyance, hypothecation, encumbrance or other transfer of those interests without the Lot shall be null and void. Any sale, conveyance, hypothecation, encumbrance or other transfer of a Lot shall automatically transfer these interests to the same extent.

2.4. Owner's Obligation to Maintain Lot. Except as otherwise specifically provided herein, each Owner shall at all times maintain and repair all portions of his/her/its Lot, keeping the same in a safe, sanitary and attractive condition.

Grasses, bushes and vegetation shall be controlled in such a manner so as to avoid becoming a fire hazard to surrounding property. Owners shall at all times maintain Structures on their Lot, and their Lot generally, such that it adheres to minimum standards for fire mitigation and safety on individual Lots as promulgated by CalFire or any successor agency as well as any fire or safety Rules of the Association.

In the event an Owner fails to maintain and repair a Lot as provided herein, including in a manner which the Board reasonably deems necessary to preserve the safety, appearance and value of the Project, the Board may notify the Owner of the required maintenance or repair and request that it be done within a reasonable and specified time period. In the event that the Owner fails to carry out such maintenance or repair within said period, the Board shall have the right to enter upon the Lot to cause such maintenance / repair to be done and, subject to the notice and hearing requirements of Section 7.2.A (2), individually charge the cost thereof to such Owner. Notwithstanding the foregoing, in the event of an emergency arising out of the failure of an Owner to maintain or repair a Lot, the Board shall have the right to abate the emergency and, subject to the notice and hearing requirements of Section 7.2.A (2), individually charge the cost thereof to such Owner.

2.5 Declarant's Reserved Rights. Each Lot, including upon any conveyance to an Owner, is hereby declared to be subject to Declarant's Reserved Rights.

2.6 Delegation of Use; Contract Purchasers, Lessees, Tenants. Any Owner may delegate their rights of use and enjoyment in the Project in a reasonable manner

to the Owner's family members, guests, and invitees, and to such other persons as may be permitted by the Project Documents, subject however, to the Project Documents and Rules, and subject to the number of persons or frequency of use not being unreasonable. However, if an Owner sells a Lot to a contract purchaser, or has leased or rented it, the Owner, and the Owner's family members, guests, and invitees, shall not be entitled to use or enjoy the Project while the Owner's Lot is occupied by such contract purchaser, lessee, or tenant. Instead, the contract purchaser, lessee, or tenant, while occupying such Lot, shall be entitled to use and enjoy the Project, to the extent the Owner would otherwise be permitted to do so, and may delegate the rights of use and enjoyment in the same manner as if such contract purchaser, lessee, or tenant were an Owner during the period of occupancy. During the time period an Owner's Lot is occupied by a contract purchaser, such contract purchaser shall have the right to exercise such Owner's voting rights (as to such Lot) in the Association and such Owner shall give to such contract purchaser, upon demand, such proxies as are necessary to exercise the Owner's voting rights (as to such Lot) in the Association. Each Owner shall notify the secretary of the Association of the names of any contract purchasers, lessees, or tenants of that Owner's Lot. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of an Owner.

2.7. Responsibility for Damage to Common Improvements. The cost and expense of repair or replacement of any portion of the Common Improvements resulting from the willful or negligent act of an Owner, or the Owner's contract purchasers, lessees, tenants, family, guests, or invitees, or any of their agents, servants, or employees, shall be, in addition to the party directly at fault, the responsibility of such Owner to the extent that it is not covered by insurance maintained by the Association. The Association shall cause such repairs and replacements to be made and, subject to the notice and hearing requirements of Section 7.2.A (2), individually charge the cost thereof, including any insurance deductible, to such Owner.

2.8 Reservation of Easements to Complete, Sell. Declarant hereby declares that the following easements shall be reserved over the Project to themselves and their successors and assigns to the extent reasonably necessary to complete and sell, lease, rent or otherwise dispose of the Lots: Easements for ingress and egress, drainage, encroachment, maintenance of temporary structures, operation and storage of construction equipment and vehicles, for doing all acts reasonably necessary to complete, repair, or develop the Project, or to discharge any other duty of Declarant under the Project Documents or sales contracts or otherwise imposed by law. This easement shall exist until the last Lot is conveyed by Declarant. Declarant covenants to use the above easements in a manner that will reasonably minimize any adverse impact upon the possession, use and enjoyment of the Owners.

2.9. Utilities. Whenever sanitary sewer, water, electric, gas, television, telephone lines or other utility connections are located or installed within the Project, the Owner of each Lot served by said connections shall be entitled to the

use and enjoyment of such portions of said connections for service to such Lot. Every Owner shall pay all utility charges, which are separately metered or billed, to the Owner's Lot. Every Owner shall maintain installations specifically arranged to be maintained by the Association or utility companies, public or private. The Association and utility companies shall have the right, at reasonable times after reasonable notice, to enter upon the Lots and Common Improvements to discharge any duty to repair or maintain Project utilities.

Whenever sanitary sewer, water, electric, gas, television, telephone lines or other utility connections are located within the Project, the Owner of a Lot served by said connections shall have the right to, and is hereby granted, an easement as reasonably necessary to, at reasonable times after reasonable notice, enter upon the Project Lots or Common Improvements, or to have his agents or utility companies enter upon the Project Lots or Common Improvements, in order to maintain or repair said connections as and when reasonably necessary.

In the event of a dispute between Owners with respect to the maintenance or repair of said connections, or with respect to the sharing of the cost thereof, then the matter shall be submitted to the Board for arbitration, whose decision shall be final.

2.10. Easements & Maintenance. Easements over and under the Project for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, and telephone lines, cable or master television antenna lines, and drainage facilities, as serve the Project, are hereby reserved for Declarant and the Association, together with the right to grant and transfer the same.

Subject to the Exchange & Development Agreement and Access Agreement, the Association shall maintain the Common Improvements and, with respect to utilities, to points of connection for individual Lots, except for those installations specifically arranged to be maintained by an Owner or utility companies, public or private.

ARTICLE III. USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Project and each Lot therein shall be subject to the following use restrictions.

3.1. Conditions of Approval to Develop Single Family Residence on Lot. The use and improvement of the Project shall comply with the mitigation measures, adopted by the City, attached hereto as (Ex.F) and any conditions of approval as may be lawfully required by governing agencies. Further, unless variance is approved in writing by the City of Ukiah: (a) if a Lot is developed with a single-family residence before its annexation into the City becomes final, the development of that Lot shall comply with the mitigation measures in Exhibit F including compliance with Ukiah City Code Sections 9135-9139, with compliance being a condition of said development and subject to determination and approval by the Association in consultation with the City; and, (b) if a Lot is developed with a single-family

residence after its annexation into the City becomes final, the Lot Owner shall comply with said Ukiah City Code sections with compliance being a condition of said development and subject to determination and approval by the City.

3.2. Use of Individual Lots. No Lot shall be occupied and used except for single-family residential purposes by the Owners, their contract purchasers, lessees, tenants, or guests, and no commercial business shall be conducted therein except as may be allowed by the City of Ukiah residential zoning code.

3.3. Nuisances. No noxious, illegal, or offensive activities shall be carried on in any Lot, nor on any other part of the Project, nor shall anything be done therein that may be or may become an annoyance or a nuisance to or that may in any way interfere with the quiet enjoyment of each of the Owners with regard to their respective Lot, or that shall in any way increase the rate of insurance of the Project or for any other Lot, or cause any insurance policy to be canceled or cause a refusal to renew the same. Without limiting any of the foregoing, no Owner shall permit noise, including but not limited to, the barking of dogs, radios, televisions, music, or sound systems, to emanate from the Owner's Lot, which noise would unreasonably disturb another Owner's quiet enjoyment of his Lot. Each Owner shall be responsible for compliance with this provision by all persons and permitted animals upon the Owner's Lot.

3.4. Re-Subdivision of Lots. Once finally established by Declarant, as may be determined by Declarant in Declarant's sole discretion, none of the Lots within the Development Property shall be re-subdivided or split into Lots of a lesser size than the size of the original Lot as finally established by Declarant. Once Declarant sells or causes the sale of an established Lot to another Owner, Declarant shall not maintain the right, absent the Owner's consent, to reconfigure said owner's lot; Notwithstanding that, such Owner shall comply with, consent to, and take all other action reasonably necessary to effect a boundary line adjustment of lands within the Development Property as may at any time be desired by Declarant, including by participating in and consenting to such an adjustment that includes the Owner's Lot, if the end result of the adjustment does not alter the boundaries of the Owner's Lot.

3.5 Changing Grades, Slopes and Drainage. No change in the established grade or elevation of the Lots and no change in the established slope or ratio of the cuts and fills that alters established drainage patterns shall be permitted without the prior written consent of the Association and written approval of governing agencies, as applicable. Permission to make any such change shall not be unreasonably withheld if reasonably necessary to comply with Ukiah City Code Section 9135-9139. Declarant reserves the right to make any and all cuts and fills on said property and on the building sites included therein and to do such grading as in their judgment may be necessary to grade streets and Lots, or any part thereof, as may be deemed reasonably necessary or beneficial for the Project. Each of the Owners of the Lots covenants to permit free access by Declarant and Owners of adjacent Lots to slopes and drainage ways located on his property when such access is required for the maintenance or permanent

stabilization of said slopes or maintenance of the drainage facilities or for the protection and use of property other than the Lot on which the slope or drainage way is located.

3.6. Prohibitions Regarding Objectionable Vehicles. All of the following vehicles and categories of vehicles are hereby designated as "objectionable vehicles" which shall be subject to the special restrictions of this section

- a. Any over-sized vehicle, including any bus or aircraft, or any vehicle that exceeds 12,000 pounds gross vehicle weight, or that has a wheelbase exceeding 133 inches;
- b. Any farm vehicle or equipment;
- c. Any boat;
- d. Any trailer designated to be pulled by any other vehicle;
- e. Any vehicle within the generally recognized category of recreational vehicle, including, without limitation, motorcycle, all-terrain vehicles, a camper or camper body that is or may be mounted upon a pickup truck;
- f. Any inoperable vehicle; and
- g. Any off-road unlicensed motor vehicle.

No objectionable vehicle may be permanently parked anywhere within Project (including any street, driveway, or yard area) unless it is enclosed within a garage or screened by fencing so as not to be generally visible from any street or from any Lot. Except for the occasional, temporary periods of not more than eight (8) hours, any Owner who parks or permits the prohibited parking of any objectionable vehicle on the Project shall be deemed to commit a nuisance within the meaning of Section 3.3, which may be actionable as provided in Article VII of the Declaration. No vehicle of any type (including regular passenger cars, trucks, motorcycles, bicycles or any objectionable vehicle) shall be parked on any street or other portion of the Project for the purpose of accomplishing repairs thereto or the reconstruction thereof, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle. Violation of this prohibition against repairing vehicles shall also constitute a nuisance within the meaning of Section 3.3.

3.7. Signs. No signs of any kind shall be displayed to the public view from any Lot or from the Common Improvements without the approval of the Board except (i) one sign of customary and reasonable dimensions advertising a Lot for sale, lease, rent, or exchange displayed from the Lot, (ii) such signs as may be used by Declarant or its assignees for the purpose of selling, renting or leasing Lots as permitted by Section 2.8, and (iii) such other signs or notices as are required by law, as are otherwise necessary to perfect a right provided for in law or as are required to be permitted by law.

3.8 Animals. No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on any portion of the Project; except that three dogs and three cats may be kept on a Lot. Pets must be kept under reasonable control at all times and no pets shall be allowed to roam unattended or unleashed within the Project.

3.9 Garbage and Refuse Disposal. All rubbish, trash, garbage, and other waste shall be regularly removed from the Project, and shall not be allowed to accumulate thereon. Rubbish, trash, garbage and other waste shall be kept in covered, sanitary fly-proof containers. All equipment, garbage cans, woodpiles, storage piles or trash piles shall be kept screened and concealed from view of other Lots and the Road and other roads within the Project, except for the scheduled day for trash pickup. The burning of trash or garden refuse anywhere within the Project is absolutely prohibited, and there shall be no exterior fires whatsoever except for fires contained within barbeques, outdoor lanterns or similar equipment designed for the containment of a small fire.

3.10 Right to Lease. Nothing in this Declaration shall prevent an Owner from leasing or renting their Lot. However, any lease or rental agreement shall be in writing and shall be expressly subject to the Project Documents and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. In addition, no Lot shall be leased or rented for a period of less than thirty (30) days.

3.11 Wells, Derricks and Mines; Water Development. No wells for the production of or from which there is produced water, oil, steam, or gas shall be operated upon any Lot; nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business. No mining or quarry operations of any kind shall be permitted upon or in any Lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No development of any water source shall be conducted on a Lot absent the written consent of the Board.

3.12 Radio and Television Antennas, Satellite Dishes. No Owner may construct, use, or operate his own external radio, television or other electronic antenna or satellite-receiving dish without the prior written consent of the Board. No citizens band or other transmission shall be permitted from the Project without the written consent of the Board.

3.13 Clotheslines. No outside clotheslines or other similar outside clothes drying facility shall be visible from any other Lot or the Road unless approved in writing by the Board.

3.14 Window Coverings. All windows shall be covered by draperies, shades, or shutters and shall not be painted or covered by foil, cardboard, or similar materials.

3.15 Temporary Structures. Except as provided in this Declaration or as is permitted in the Exchange & Development Agreement for Declarant's (or their caretaker) temporary use to facilitate the Project's development, no tents, shacks, trailers, basement, garage or outbuildings shall, at any time, be used on any Lot as a residence, either temporarily or permanently nor shall any residence of a temporary character be constructed, placed or erected on any Lot.

3.16 Upkeep of Real Property. Each Lot Owner covenants to keep, maintain, water, plant and replant all areas, slopes, banks, rights-of-way, and set back areas located on his/her/its Lot so as to prevent erosion and present an attractive, clean, and wholesome appearance at all times.

3.17 Uses of Garages. No single-family dwelling unit shall be constructed or maintained on a Lot without a garage large enough to contain two standard size automobiles, which garage shall be used to park the automobile(s) belonging to the Owner or occupants of the Lot and for other purposes compatible with such use. Automobiles are to be kept in the garage when not in use. The use of carports in place of garages is specifically prohibited.

3.18 Diligence in Construction. The work of constructing and erecting any building or Structure shall be prosecuted diligently and continuously from the commencement thereof until the same is completed. No outbuilding shall be completed prior to the completion of the Dwelling, except that temporary office and storage buildings may be erected for workman engaged in building a Dwelling on said property.

Such temporary structures must be removed as soon the Dwelling is completed. All structures shall be suitably painted, colored and stained immediately upon completion of construction as per plans and specifications. The construction schedule shall be submitted as part of the plans and specifications and shall be subject to the approval of the Board.

3.19 Easements and Rights-of-Way. No Structure shall be constructed within an easement area, or as such that it might interfere with the purposes for which such an easement exists, without written approval of the Board.

3.20 Compliance with Project Documents. Each Owner, contract purchaser, lessee, tenant, guest, invitee, or other occupant of a Lot or user of the Common Improvements shall comply with the provisions of the Project Documents.

3.21 Compliance with Mitigation Measures. Prior to annexation of the Development Property by City, the Owners of the any Lots that commence residential development of their Lot shall implement the mitigations measures imposed by the City of Ukiah in approving the Exchange & Development Agreement, which measures are attached hereto and incorporated herein by reference as **Exhibit F**.

ARTICLE IV. THE ASSOCIATION MEMBERSHIP AND VOTING

4.1 Association. Until the Association is formed the Declarant, and once formed the Association, will be charged with the duties and empowered with the rights as set forth herein. It shall not be required that there be an incorporated Association. This Declaration (and any articles, bylaws, or the rules of the Association) shall

govern the Association's affairs. However, in any conflict between this Declaration and any such articles, bylaws, or rules, this Declaration shall control.

4.2 Membership. Each Owner, including Declarant, shall be a Member of the Association and shall remain a Member thereof until such time as that Owner's ownership ceases for any reason at which time that Owner's membership in the Association shall automatically cease. Notwithstanding that, although the City will own a portion of the Development Property (the area labeled "Additional Development Area" on Exhibit A), it will not be a Member of the Association and it has, pursuant to the Exchange & Development Agreement, irrevocably assigned to Declarant all voting and other rights, interests, and privileges as would otherwise inure to the benefit of an Association Member as being an Owner of a portion of the lands comprising, including a Lot within, the Development Property. Owners of property adjacent to or near the Project may, from time to time, be admitted into membership by the Association, as provided hereafter.

4.3 Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way except upon the transfer of an Owner's ownership of the Lot to which that ownership is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. Any transfer of title to a Lot or interest in it shall operate automatically to transfer the appurtenant membership rights in the Association to the new Owner.

4.4 Voting. The Association shall have only one class of voting membership. The Owners shall be entitled to one vote for each Lot owned, except that until the portion of the Development Property labeled "Additional Development Area" on Exhibit A is finally reconfigured by Declarant, the Owner of said area (presently Declarant) shall be entitled to five (5) votes for said area (one for each of the five prospective Lots to be configured in said area); provided, however, that for each Lot configured as a legal parcel in said area and sold by or at the direction of Declarant, said number of votes attributable to the Additional Development Area shall be reduced by one. If the owners of property outside the Project are admitted to membership, they shall be entitled to one vote per property admitted. However, should any such property be further subdivided and separately assessed under this Declaration, each separately assessed parcel shall be entitled to one vote. When more than one person or entity owns a Lot, all such persons and entities shall be members and the voting Owner shall exercise the vote for such Lot, but, in no event, shall more than one vote be cast with respect to any Lot. The record Owners of each Lot shall designate the voting Owner by written notice to the Board. The designation shall be revocable at any time by actual notice to the Board given by any of the Lot Owners of record or by the death or judicially declared incompetence or legal incapacity of any voting Lot Owner. When no voting Owner has been designated or the designation has been revoked, the vote for such Lot shall be exercised by the majority of co-Owners of that Lot.

4.5 Voting Procedures. Actions taken at meetings of the Association, unless otherwise required herein or by law, shall be by affirmative vote of a majority of Lot Owners present (one vote for each Lot). The admittance of new Members to the

Association shall be made only upon a vote of 66-2/3% or more of the Members. The vote on any proposed action may be by verbal response, by show of hands, or by secret ballot; provided, however, that elections for directors shall be by secret ballot.

4.6 Notices and Quorum and Location of Meeting. Written notice to the Members of the Association of any meeting of the Association, regular or special, shall be sent by the secretary to all members not less than ten (10) days nor more than ninety (90) days in advance of the meeting. Except as provided hereinafter, at any meeting called, the presence of Members or other proxies entitled to cast at least fifty percent (50%) of the total voting power of the Association shall constitute a quorum. If any meeting cannot be held because the required quorum is not present, the majority of the Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called. In the absence of a quorum, no business may be conducted except the adjournment thereof.

The first meeting of the Association shall be held within forty-five (45) days after the closing of the sale by Declarant of the second Lot in the Project, but in no event shall the meeting be held later than six (6) months after the closing of the sale of the first Lot by Declarant. Thereafter, the annual meeting of the Association shall be held on the day and time set forth in the bylaws.

A special meeting of the Members of the Association shall be promptly called by the president, or, if the president fails or refuses to do so, by a director, upon:

- a. The vote of the Board itself; or
- b. Receipt by the Board of a written request for such a special meeting signed by Members representing at least twenty percent (20%) of the total voting power of the Association.

The location of all such meetings shall be within the Project or as close thereto as is practicable and the written notice of such meeting shall state its location, specifying the place, day and hour and, in the case of a special meeting, the nature of business to be undertaken.

4.7 Board of Directors. The Board shall ultimately consist of one representative for each Lot in the Development Property plus five (5) representatives for the Owner of that portion of the Development Property labeled "Additional Development Area" on Exhibit A.; provided, however, that for each Lot configured as a legal parcel in said Additional Development Area and sold by or at the direction of Declarant, the Board shall then consist of one additional representative for such Lot and one less representative for the remaining Additional Development Area; i.e the Board will ultimately consist of representatives of each of the 3 to 7 Lots to be configured within the Development Property. The initial Board shall consist of the Declarant and one representative for any Lots owned by persons other than the Declarant.

Notwithstanding the foregoing, although the City will own a portion of the Development Property (the area labeled “Additional Development Area” on Exhibit A), it will not be a Member of the Association or a member of the Board and it has, pursuant to the Exchange & Development Agreement, irrevocably assigned to Declarant all voting and other rights, interests, and privileges as would otherwise inure to the benefit of an Association Member or an Owner of a portion of the lands comprising, including a Lot within, the Development Property.

The Board shall undertake all duties and responsibilities of the Association and the management and conduct of the affairs thereof.

ARTICLE V. ASSOCIATION POWERS, RIGHTS, DUTIES, LIMITATIONS

5.1 Generally. The Association shall have the power to perform any action reasonably necessary to exercise any right or discharge any duty enumerated in this Article or elsewhere in the Project Documents or reasonably necessary to operate the Project. In addition, the Association shall have all the powers and rights of such associations under the laws of the State of California.

The Association shall act through its Board and the Board shall have the power, right and duty to act for the Association.

The powers, rights, duties, and limitations of the Association set forth in this Article and elsewhere in the Project Documents shall vest in and be imposed on the Association on the occurrence of the earlier of (i) the conveyance of any of the Common Improvements to the Association, or (ii) the first conveyance by Declarant of a Lot in the Project.

5.2. Enumerated Rights. In addition to those Association rights that are provided elsewhere in the Project Documents, the Association shall, without limitation, have the following rights:

A. Delegation. To elect, employ, appoint, assign and delegate the rights and duties of the Association to officers, employees, agents and independent contractors, except the Board may not delegate its right and power to levy fines, hold hearings or impose disciplinary actions.

B. Enter Contracts. To enter contracts with third parties to furnish goods or services to the Project.

C. Dedicate and Grant Easements. To dedicate or transfer all or any part of the Common Improvements or easements thereof to any public agency, authority, or utility or any other person or entity for such purposes and subject to such conditions as may be agreed to by the Association; provided, however, that no such dedication or transfer shall be effective unless (i) such dedication or transfer is approved by a majority of the Members, and (ii) an instrument in writing is signed

by the secretary of the Association certifying that such dedication or transfer has been approved by the required vote or written consent.

D. Established Rules. To adopt reasonable rules not inconsistent with the Declaration, the Articles, or the Bylaws relating to the use of the Common Improvements and facilities owned or controlled by the Association and the conduct of Owners and their contract purchasers, lessees, tenants and guests with respect to the Project and other Owners. A copy of the Rules shall be mailed or otherwise delivered to each Owner.

E. Entry. To enter upon any portion of the Common Improvements at any time, or otherwise upon any Lot after giving forty-eight (48) hours written notice to the Owner thereof, for any purpose reasonably related to the performance by the Association of its duties under this Declaration. In the event of an emergency, such right of entry upon any Lot shall be immediate. Any damage caused by such entry shall be repaired or otherwise reasonably compensated for by the Association.

5.3 Enumerated Duties. In addition to those Association duties that are imposed elsewhere in the Project Documents, the Association shall have the following duties.

A. Manage, Maintain Common Improvements. To manage, operate, improve, maintain, repair and replace the Common Improvements including private roads, streets or drives, water system, and related facilities, including personal property, in a safe, sanitary and attractive condition.

B. Enforce Project Documents. To enforce the provisions of the Project Documents by appropriate means as provided in Article VII.

C. Levy and Collection of Assessments and Individual Charges. To fix, levy and collect assessments and individual charges in the manner provided in Articles VI and VII.

D. Taxes and Assessments. To pay all real and personal property taxes and assessments and all other taxes levied against the Common Improvements, if any, and other property owned by the Association or against the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

To prepare and file any annual tax returns requested by the federal government and/or the State of California and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association.

E. Water and other Utilities. To create and maintain a water system, sewer system, and electrical system for the benefit of the Lots. To acquire, provide

and pay for utility services as necessary for the Common Improvements. In order to fulfill the Association's duty to create and maintain a water system, it is hereby reserved to the Association all water rights in each of the Lots, whether it is surface water, spring water, or subterranean water. The Association shall have the right to drill a well on any of the Lots in the Project, subject to the following:

(1) Such well shall be reasonably necessary in order to provide water to the Lots in the Project.

(2) Such well shall be situated in such a way as to not diminish the value of the Lot on which it is drilled to any greater extent than does the existing well diminish the value of the Lot on which it is located.

(3) No well shall be drilled in the front yard of any Structure on the Lot, nor shall it be located any closer than 100 feet from a residence.

(4) In the event of any dispute concerning the drilling or location of a well on any Lot the dispute shall be submitted to the Association for resolution before resort to any legal action. Approval of the proposed well shall be by vote of at least 66 2/3% the membership excluding the vote attributable the Lot on which the proposed well will be situated.

F. Legal and Accounting. To obtain and pay the cost of legal, accounting, and other professional services necessary or proper to the maintenance and operation of the Project and the enforcement of the Project Documents.

G. Insurance. To obtain and pay the cost of insurance for the Project as provided in Section 8.1.

H. Bank Accounts. To deposit all funds collected from Owners pursuant to Articles VI and VII hereof and all other amounts collected by the Association as follows:

(1) All funds shall be deposited in a separate bank account ("general account") with a bank located in the State of California. The Association shall keep accurate books and records regarding such account. The Association may use funds deposited in such account only for the purposes for which such funds have been collected.

(2) Funds which the Association shall collect for reserves for capital expenditures relating to the repair, maintenance, or improvement of the Common Improvements, and for such other contingencies as are required by good business practice, shall, within ten (10) days after deposit in the general account, be deposited into an interest-bearing account with a bank or otherwise prudently invested, which shall all herein be collectively referred to as the "reserve account." Funds deposited into the reserve account shall be held in trust and may be used by the Association only for the purposes for which such amounts have been collected.

Withdrawal of funds from the Association's reserve account shall require the signatures of the Board Treasurer and one other member of the Board.

I. Preparation and Distribution of Financial & Member Information.

(1) Financial statements for the Association shall be prepared and distributed to all Members, regardless of the number of Members or the amount of assets of the Association, at least yearly. The Board shall also annually distribute, within sixty (60) days prior to the beginning of the fiscal year, a statement of the Association's policies and practices, if any, in enforcing its remedies against members for defaults in the payment of regular and special assessments, including the recording and foreclosing of liens against Member's Lots.

(2) The Board shall cause to be kept adequate and correct books of accounts, a register of members, minutes of Board, and committee meetings, a record of all corporate acts, and other records as are reasonably necessary for the prudent management of the Project and to present a statement thereof to the members at the annual meeting of members, or at any special meeting when requested in writing by twenty percent (20%) of the voting power of Members.

(3) The membership register (including names, addresses, and telephone numbers), books of account and minutes of meetings of the Board and of committees, shall be made available for inspection and copying by any Member of the Association, or by his/her duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the principal office of the Association or at such other place within the Project as the Board shall prescribe.

J. Statement of Status. To provide, upon the request of any Owner or mortgagor or mortgagee a written statement setting forth the amount, as of a given date, of any unpaid assessments, individual charges, or other debts or arrearages chargeable against any Owner or Lot. Such statements, for which a reasonable fee may be charged, shall be binding upon the Association in favor of any person who may rely thereon in good faith.

K. Architectural Control. To provide architectural control of the improvements of the Project as provided in Article X.

5.4 Obligations on Assignment by Declarant. Upon Declarant's assignment of any of Declarant's obligations in the Exchange & Development Agreement and / or Access Agreement to the Association, and as may be required by said agreements: (1) the Association shall assume and comply with all obligations of Declarant and the Association as specified in the applicable provisions of the Exchange & Development Agreement and Access Agreement; (2) the Association shall assess Members for the full amount required to cover the full costs of the Declarant's or the Association's obligations under said agreements; (3) the provisions in this section 5.4 are not subject to amendment by the Association or its members or by any court;

and, (4) the City and the owners of the real properties more particularly described in **Exhibit G** attached hereto and incorporated herein by this reference, are third party beneficiaries of these subsections (1)-(4) of this section 5.4 as to their respective right, title, and interest in and to the lands owned by said parties that are affected by such obligations. Notwithstanding the preceding sentence, should the Association fail to exist as a separate legal entity, the collective owners of the Development Property shall be deemed the Association for purposes of this provision.

ARTICLE VI. ASSESSMENTS

6.1. Covenants for Assessments and Individual Charges. Declarant, for each Lot owned by Declarant, hereby covenants and agrees, and each Owner, by acceptance of a deed to a Lot, or by subsequent recorded acceptance of this Declaration, is deemed to covenant and agree for each Lot owned, whether or not it shall be expressly set forth in any such deed or other conveyance, to pay to the Association all regular assessments and all special and emergency assessments (collectively "assessments"), and all individual charges, to be established and collected as provided in this Declaration and in the other Project Documents, and to vest in the Association the right, power and authority to bring all actions for the collection of such charges and for the enforcement of the lien created hereby. The right and power of the Association, and such obligation, shall run with the land so that each successive Owner or Owners of record of a Lot in the Project, or a property subsequently admitted to the Association, shall in turn become liable to pay all such assessments which shall become a lien thereon during the time they are the Owner of record of any Lot.

Each assessment levied by the Association under this article shall constitute a separate assessment. Each assessment, together with interest thereon, costs of collection and reasonable attorneys' fees incurred to enforce and/or collect any assessment, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. The Association, as the agent of all Lot Owners, shall have a separate lien, and a separate lien with power of sale is hereby expressly created, upon each Lot against which an assessment is made to secure the payment of any assessment under this article. Each such lien for any particular assessment, including those paid in installments, shall likewise bear interest thereon if the same is not paid when due, and shall further include costs of suit and reasonable attorney's fees incurred to enforce and/or collect the same. The priority of all such liens shall be in inverse order so that any foreclosure sale pursuant thereto will be made subject to all liens securing the respective monthly charges on such Lot for preceding months. Each such assessment, together with interest and attorney's fees and costs, shall become the distinct and personal obligation of the Lot Owner at the time the assessment was due and shall bind the Owner's heirs, devisees, personal representatives,

successors, and assigns. However, the personal obligations for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successive Lot Owner, but it may be foreclosed as herein provided. In the event of transfer of a Lot as a result of the exercise of the power of sale or judicial foreclosure involving a default under the first mortgage or deed of trust, the lien of assessments due and payable prior to such transfer shall be extinguished. No transfer of the Lot as the result of a foreclosure or execution of a power of sale shall relieve the new Owner, whether the former beneficiary of the first encumbrance or another person, from liability for any assessments thereafter coming due or from the lien thereof. No such assumption of personal liability by a successor Lot Owner shall relieve any previous Lot Owner of his personal liability for the delinquent assessment. After a record Lot Owner shall transfer, or record, title to a Lot, said Owner shall not be liable for any charge thereafter assessed against such Lot. A contract seller of any Lot shall continue to be liable for all such charges until a conveyance by such contract seller of the Lot subject to the assessment being recorded in the office of the County Recorder of the County of Mendocino, California.

6.2. Purpose of Assessments. The Board shall establish regular yearly assessments for the operation and maintenance of the Project. Regular assessments shall be due on the first day of the month following notice of the levy or as set forth in the notice of regular assessment.

The purpose of regular assessments is to raise funds necessary to pay the anticipated costs of operating the Project during the fiscal year and to accumulate reserves to pay costs anticipated in future years. Not less than ninety (90) days before the beginning of each fiscal year, the Board shall prepare or cause to be prepared, and distribute to each Owner, a proposed budget. The proposed budget shall be prepared consistently with the prior fiscal year's budget and shall include adequate reserves for contingencies and for maintenance, repairs and replacements of the Common Improvements or Association personal property likely to need maintenance, repair or replacement in the future.

Not more than ninety (90) days nor less than sixty (60) days before the beginning of each fiscal year, the Board shall meet for the purpose of establishing the budget and regular assessments for the forthcoming fiscal year. At such meeting, the Board shall review the proposed budget and written comments received and any other information available to it and, after making any adjustments that the Board deems appropriate, establish the budget and regular assessments for the forthcoming fiscal year. The regular assessment for each Lot may not be increased in any fiscal year more than twenty percent (20%) of the regular assessment for the preceding fiscal year, without the vote or written assent of Members constituting a quorum, casting a majority of the votes at a meeting of the Association's Board.

6.3 Special Assessments. If the Board determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a

given fiscal year is or will become inadequate to meet expenses for any reason, including, but not limited to, unanticipated improvements on the Common Improvements, the Board shall determine the approximate amount necessary to defray such expenses, and if the amount is approved by the Board, it shall become a special assessment. The Board may, in its discretion, provide for the payment in installments of such special assessment over the remaining months of the fiscal year or levy the entire assessment immediately against each Lot. Special assessments shall be due on the first day of the month following notice of their levy or as set forth in the notice of special assessment.

6.4 Emergency Assessments. Notwithstanding any other provision contained herein, the Board may increase assessments necessary for emergency situations. For purposes of this section, an emergency situation is any one of the following:

- a. an extraordinary expense required by an order of a court;
- b. an extraordinary expense necessary to repair or maintain the property, the Common Improvements, or any portion of the same, for which the Association is responsible where a threat to personal safety on the property is discovered;
- c. an extraordinary expense necessary to repair or maintain the property, the Common Improvements, or any portion of the same, for which the Association is responsible that could not have been reasonable foreseen by the Board in preparing and distributing the pro forma operating budget.

However, prior to the imposition or collection of an assessment under this section, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budget process.

6.5 Individual Charges. Individual charges may be levied against a Member (i) as a monetary penalty imposed by the Association as a disciplinary measure for the failure of a Member to comply with the Project Documents, or (ii) as a means of reimbursing the Association for costs incurred by the Association for repair or damage to Common Improvements and facilities for which the Member was responsible, or to otherwise bring the Member and the Member's Lot into compliance with the Project Documents. Such individual charges (other than reasonable late charges, interest, costs of collection and reasonable attorneys' fees related to the collection of assessments) shall not be enforceable through the lien provisions of the Project Documents.

6.6 Allocation of Regular and Special Assessments. Regular and special assessments (including Emergency Assessments) shall be levied against each Lot (and its Owner) equally, based on a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in the Association. Notwithstanding that, until the portion of the Development Property labeled

“Additional Development Area” on Exhibit A is finally reconfigured by Declarant, said area shall be assessed an equivalent of 5 Lots (one for each of the five prospective Lots to be configured in said area); provided, however, that for each Lot hereafter configured as a legal parcel in said area and sold by or at the direction of Declarant, the assessment(s) attributable to the Additional Development Area shall be reduced by the equivalent of one Lot.

6.7 Creation of the Assessments Lien; Personal Obligation for Assessments and Individual Charges. The assessments, together with late charges, interest, costs and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each assessment is made, the lien to become effective upon recordation of a notice of delinquent assessment.

All assessments and individual charges, together with late charges, interest, costs, and reasonable attorneys' fees incurred in enforcing and/or collecting delinquent assessments and individual charges, shall be the personal obligation of the Owner of such Lot at the time when the assessment or individual charges are due. If more than one Owner or entity was the Owner of a Lot at the time the assessment or individual charges became due, the personal obligation to pay each assessment and individual charge shall be joint and several. The personal obligation for delinquent assessments and individual charges shall not pass to any transferee unless expressly assumed by such transferee. No Owner may exempt himself from liability for an assessment or individual charge obligation by waiver of the use or enjoyment of any of the Project or its Common Improvements.

ARTICLE VII. ENFORCEMENT OF RESTRICTIONS

7.1 General. The Association or any Owner shall have the right to enforce compliance with the Project Documents in any manner provided by law or in equity, including, without limitation, the right to enforce the Project Documents by bringing an action for damages, an action to enjoin the violation or specifically enforce the provisions of the Project Documents, to enforce the liens provided for herein (except that no Owner shall have the right to enforce independently of the Association any assessment, individual charge or assessment lien created herein) and any statutory lien provided by law, including the foreclosure of any such lien and the appointment of a receiver for an Owner and the right to take possession of the Lot in the manner provided by law. In the event the Association or any Owner shall employ an attorney to enforce the provisions of the Project Documents, against any Owner, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other amounts due as provided for herein. All sums payable hereunder by an Owner shall bear interest at the maximum rate permitted by law from the due date, or if advanced or incurred by the Association, or any other Owner pursuant to authorization contained in the Project Documents, commencing fifteen (15) days after repayment is demanded. All enforcement powers of the Association shall be cumulative. Failure by the Association or any Owner to enforce any covenant or

restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2 Specific Enforcement Rights. In amplification of, and not in limitation of, the general rights specified in Section 7.1 above, the Association shall have the following rights:

A. Enforcement by Sanctions.

(1) Limitations. The Association shall have no power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of that Owner's Lot on account of a failure by the Owner to comply with provisions of the Project Documents except where the loss or forfeiture is the result of the of a foreclosure or sale under a power of sale for failure of the Owner to pay assessments levied by the Association.

(2) Disciplinary Action. The Association may impose reasonable monetary penalties, temporary suspensions of reasonable duration (not to exceed thirty (30) days per violation) of an Owner's voting rights as a Member of the Association, or other appropriate discipline for failure to comply with the Project Documents. Notwithstanding the foregoing, the Association shall have no right to interfere with an Owner's right of ingress to or egress from the Owner's Lot or an Owner's otherwise lawful use of roads, water, sewer, or electrical services.

Before disciplinary action authorized under this sub-section may be imposed by the Association, the Owner against whom such action is proposed to be taken shall be given notice and the opportunity to be heard as follows: (a) the Board shall give written notice to the Owner at least fifteen (15) days prior to the meeting at which the Board will consider imposing disciplinary action. Such notice shall set forth those facts which the Board believes justify disciplinary action and the time and place of the meeting; (b) at such meeting the Owner shall be given the opportunity to be heard, including the right to present evidence, either orally or in writing, and to question witnesses; (c) the Board shall notify the Owner in writing of its decision within three (3) days of the decision. The effective date of any disciplinary action imposed by the Board shall not be less than eight (8) days after the date of said decision.

B. Suit to Collect Delinquent Assessment or Individual Charges. A suit to recover a money judgment for unpaid assessments or unpaid individual charges, together with late charges, interest, costs, and reasonable attorneys' fees, shall be maintainable by the Association. In the case of unpaid assessments, such suits shall be maintainable without foreclosing or waiving the lien securing such unpaid assessments.

C. Enforcement of Lien. If there is a delinquency in the payment of any assessment or installment on a Lot, any amounts that are delinquent, together with the late charges, interest (at the maximum rate permitted by

law), costs of enforcement / collection and reasonable attorneys' fees, shall be a lien against that Lot upon the recordation in the office of the County Recorder of a notice of delinquent assessment. The notice of delinquent assessment shall be signed by an authorized representative of the Association and shall state the amount of the delinquent assessment, a description of the Lot assessed, and the name of the record Owner(s).

The notice of delinquent assessment shall not be recorded unless and until the Board or its authorized representative has delivered to the delinquent Owner, not less than fifteen (15) days before the recordation of the notice of delinquent assessment, a written demand for payment, and the delinquency has not been cured within said fifteen (15) day period.

The Board or its authorized representative may record a notice of default and may cause the Lot with respect to which a notice of default has been recorded to be sold in the same manner as a sale is conducted under California Civil Code Sections 2924-2924h (or any successor statute(s)), or through judicial foreclosure. As a condition precedent to the holding of any such sale under said code sections, the Board is authorized to appoint its attorney, any officer or director, or any title insurance company authorized to do business in California, as trustee for purposes of conducting the sale. If a delinquency, including assessments and other proper charges, is cured after recordation of the notice of delinquent assessment but before sale, or before completing a judicial foreclosure, the Board or its authorized representative shall cause to be recorded in the office of the county recorder a certificate setting forth the satisfaction of such claim and release of such lien. The Association, acting on behalf of the Owner, shall have the power to bid upon the Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

D. Transfer by Sale or Foreclosure. In a sale or transfer of the Lot pursuant to this section, the personal obligation for delinquent assessment or individual charges shall not pass to the transferee unless expressly assumed by the transferee. The sale or transfer of any Lot shall not affect the assessment lien nor the right of the Association to impose a lien for assessments, which became due prior to such sale or transfer. However, the sale or transfer of any Lot pursuant to the exercise of a power of sale or judicial foreclosure involving a default under a first mortgage shall extinguish the lien and right to lien for assessments that became due prior to such sale or transfer. No transfer of the Lot as the result of a foreclosure or exercise of a power of sale shall relieve the new Owner, whether it be the former beneficiary of the first mortgagee or another person, from liability for any assessments or individual charges thereafter becoming due or from the lien thereof.

E. Waiver of Homestead Benefits. Each Owner to the extent permitted by law, waives, to the extent of any liens created pursuant to the Project Documents, the benefit of any homestead or exemption laws of California in effect at the time any assessment becomes due.

ARTICLE VIII. INSURANCE, DESTRUCTION, CONDEMNATION

8.1 Insurance. In addition to other insurance required to be maintained by the Project Documents, the Association shall obtain from generally accepted insurance carriers, and maintain in effect at all times, the following insurance.

A. Liability Insurance. The Association shall obtain and maintain comprehensive public liability insurance insuring the Association, the Board, the Declarant, Owners, occupants of Lots, their respective family members, guests, invitees, and the agents and employees of each, against any liability incident to the Ownership, use, improvement, repair, or maintenance of the Common Improvements and Lots and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000), or the minimum amount required by the Project Documents, whichever is higher, covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against any liability customarily covered with respect to projects similar in construction, location, and use. Such policy may provide for a deductible limit of up to Five Hundred Dollars (\$500).

B. Other Insurance. The Board shall purchase and maintain worker's compensation insurance, to the extent that law requires it, for all employees or uninsured contractors of the Association. The Board may also purchase and maintain fidelity bonds or insurance (which shall be in an amount not less than one hundred fifty percent (150%) of each year's estimated annual operating expenses and reserves and shall contain an endorsement of coverage for any person who may serve without compensation). The Board shall purchase and maintain insurance on personal property owned by the Association and any other insurance that it deems necessary or that is customarily obtained for projects similar in construction, location, and use.

C. Owner's Liability Insurance. An Owner may carry whatever personal and property damage and liability insurance with respect to his Lot that such Owner desires.

D. Owner's Fire Casualty and Extended Coverage Insurance. Each Owner shall obtain and maintain fire, casualty and extended coverage insurance for the full replacement value of all of the improvements on that Owner's Lot. An Owner may insure personal property.

E. Officer and Director Insurance. The Association may purchase and maintain insurance on behalf of any director, officer, or member of a committee of the Association (collectively the "agents") against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under applicable law.

F. Waiver of Subrogation. All casualty and liability insurance carried by the Association, or the Owners, shall contain provisions whereby the insurer waives rights of subrogation as to the Association, directors, officers, Declarant, Owners, their family, guests, agents, and employees.

G. Notice of Cancellation. All insurance carried by the Association shall require the insurer to notify any first mortgagor or mortgagee requesting such notice at least fifteen (15) days in advance of the effective date of any reduction or cancellation of the policy.

H. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is adequate.

I. Payment of Premiums. Premiums on insurance maintained by the Association shall be a common expense funded by assessments levied by the Association.

8.2 Destruction.

A. Destruction Affecting Common Improvements. In the event of damage or destruction to any of the Common Improvements, the Board shall have the duty to repair and reconstruct them.

(1) Rebuilding Contract. It shall be the duty of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date. Absent urgent or exceptional circumstances, the Board shall obtain bids from at least two (2) licensed contractors, and shall award the repair and reconstruction work to the most reasonable bidder. The Board shall have the authority to enter into a written contract with the contractor for the repair and reconstruction work and to compensate said contractor according to the terms of the contract.

(2) Special Assessments to Rebuild. The Association may levy a special assessment against all Lot Owners to cover the cost of repair or reconstruction not covered by insurance proceeds or other funds.

B. Destruction Affecting Lots. If there is a total or partial destruction of a Lot or Structures on the Lot, the Owner thereof shall have the following options:

(1) The Owner shall rebuild or repair the Lot/Structures in substantial conformity with its appearance, design, and structural integrity immediately prior to the damage or destruction. Notwithstanding the foregoing, any Owner of an affected Lot/Structure may apply to the Board for approval to reconstruct the Lot/Structure in a manner that will provide for an exterior appearance and/or design which is different from that which existed prior to the date of the destruction. Application for such approval shall be made in compliance with Article XI herein; or

(2) The Owner shall clear all Structures from the Lot and shall landscape it in a manner that is approved by the Board. Board approval shall not be unreasonably withheld. Failure to rebuild the Lot/Structure shall not relieve the Lot or its Owner from any assessment obligation. Rebuilding or landscaping shall be commenced within ninety (90) days of damage or destruction and diligently pursued to completion.

ARTICLE IX. MORTGAGEE PROTECTION

9.1 Mortgages Permitted. Any Owner may encumber that Owner's Lot with mortgages.

9.2 Subordination. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any first mortgage that encumbers any Lot or other option of the Project, made in good faith and for value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such first mortgage unless the first mortgagee expressly subordinates his/her interest, in writing, to such lien.

9.3 Effect of Breach. No breach of any provision of this Declaration shall invalidate the lien of any mortgage made in good faith and for value, but all of the covenants, conditions, and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

9.4 Non-Curable Breach. No mortgagee who acquired title to a Lot by foreclosure or by deed in lieu of foreclosure shall be obligated to cure any breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

9.5 Right to Appear at Meetings. Any mortgagee may appear at meetings of the membership and the Board.

9.6 Right to Furnish Information. Any Owner and mortgagee of an Owner may request information from the Association associated with that Owner's Lot.

9.7 Inapplicability of Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey that Owner's Lot shall not be subject to any right of first refusal or similar restriction. No "right of first refusal" contained in the Project Documents shall impair the rights of the first mortgagee to: (a) foreclose or take title to a Lot pursuant to the remedies provided in the mortgage; or (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (c) sell or lease a Lot acquired by the mortgagee.

9.8 First Mortgagee Assessment Liability. Any first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such Lot's unpaid assessments of individual charges that accrue prior to the acquisition of title to such Lot by the mortgagee.

9.9 Taxes. First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Improvements, if any are severable from the Lots, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of all first mortgagees of Lots duly executed by the Association, and Declarant shall possess an original or certified copy of such agreement.

9.10 Maintenance Reserves. Association assessments or charges shall include an adequate reserve fund for maintenance, repairs, and replacement of those elements of the Common Improvements which must be replaced on a periodic basis and shall be generally funded through regular assessments rather than through special assessments.

9.11 Notice of Default. A first mortgagee, upon request, shall be entitled to written notification from the Association of any default in the performance by the affected Lot Owner of any obligation under the Project Documents that is not cured within sixty (60) days.

9.12 Conflicts. In the event of a conflict between any of the provisions of the Article IX and any other provisions of this Declaration, the provisions of this Article IX shall control.

ARTICLE X. ARCHITECTURAL CONTROL

10.1 Approval of Alteration and Improvements.

A. General Limitation. Subject to the exceptions described at Section 10.1.B, no Improvements may be constructed, painted, or changed on any portion of the Project without prior written approval of the Board acting as an architectural control committee ("Committee").

B. Notwithstanding Section 10.1.A., no Board approval shall be required for: (i) initial improvements constructed by, at the direction of, or with the approval of Declarant, (ii) normal maintenance of exempt or previously approved improvements; (iv) changes to the interior of an exempt or previously approved Structure; (v) work reasonably required to be performed in an emergency for the purpose of protecting any person or property damage.

10.2 Architectural Control Committee.

A. Organization. The Committee shall be composed of all members of the Board.

B. Operation. The Committee shall meet from time to time as necessary to properly perform its duties hereunder. The requirements for valid Committee

meetings and action shall be the same as that which is required for valid Board meetings and action as provided in the Bylaws. The Committee shall keep and maintain a record of all actions from time to time taken by the Committee at meetings or otherwise, and shall maintain files of all documents submitted to it. Unless authorized by the Association, the members of the Committee shall not receive any compensation for services rendered. All members of the Committee shall be entitled to reimbursement by the Association for reasonable expenses incurred by them in connection with the performance of their duties.

C. Duties. The Committee may adopt architectural control guidelines ("guidelines") as provided in Section 10.3 and shall perform other duties imposed upon it by the Project Documents.

The address of the Committee shall be the principal office of the Association as designated by the Board. Unless otherwise indicated by the Committee, such address shall be the place for the submittal of plans and specifications and the place where current copies of the guidelines shall be kept.

10.3 Architectural Standards, Guidelines.

A. Committee Guidelines. The Board may, from time to time, amend the architectural guidelines prospectively if approved by the majority of the Board members. Said guidelines shall interpret and implement the provisions of this Article X by setting forth more specific standards and procedures for Committee review. All guidelines shall be in compliance with all applicable laws and regulations of any governmental entity having jurisdiction over improvements on the Project, shall incorporate high standards of architectural design and construction engineering, shall be in compliance with the minimum standards of Section 10.3.B and otherwise shall be in conformity with the purpose and provisions of the Project Documents.

A copy of the current guidelines shall be available for inspection and copying by any Member at any reasonable time during business hours of the Association.

B. On-Site Construction Standards. The following on-site construction standards shall apply to any Improvements constructed, altered, repaired, moved, wrecked, demolished, excavated, planted, painted or installed on the Project or any portion thereof:

(1) All Improvements shall be constructed, painted and changed in compliance with the relevant provisions (including proper amendments thereto) of governing agencies and, additional, Ukiah City Code Sections 9135-9139—as determined by Declarant or the Association or the Committee before annexation by the City of the Development Property and, upon annexation, by the City.

(2) All Improvements shall be constructed, painted, and changed in compliance with the applicable zoning laws, building codes, subdivision restrictions, and all other laws, ordinances, and regulations applicable to Project Improvements.

(3) All Structures within any Lot shall be located within the building setbacks as required by applicable zoning laws and in accordance with Ukiah City Code Sections 9135-9139—as determined by Declarant or the Association or the Committee before annexation by the City of the Development Property and, upon annexation, by the City.

(4) All such structures shall be located so as to bear an overall relation to the adjacent properties and so as to create an aesthetically pleasing overall appearance.

(5) All Lots shall be landscaped in the front of the residence with a combination of trees, shrubs, ground cover, lawn, natural vegetation, or limited decorative rock, bark, and similar material. Berms may be utilized so long as they do not disrupt proper drainage within the Project. Landscaping shall be designed so as to complement and harmonize with the natural terrain and vegetation, shall be consistent with generally accepted, customary and conventional landscape designs, and shall take into consideration the visual impacts of all construction undertaken on the Lot. Stone, gravel, concrete, and similar materials shall be used for complementary and supplementary purposes and no Lot or building pad area shall be covered in its entirety or substantial entirety with such material

(6) All exterior and decorative lighting shall be, whenever possible, placed in such a manner that the source of the light is not visible to adjacent portions of the Project. Colored landscape lighting is prohibited. All solar collection devices shall be integrated aesthetically and screened as much as possible from adjacent portions of the Project.

(7) All fences, including the location, style, material, color, height and function thereof, shall be subject to the written approval of the Committee prior to the installation thereof. The Committee shall consider the topography of the land and the maintenance of its use before granting or denying approval. Chain link fences shall be permitted only when there is sufficient landscaping to effectively screen said fence and then only if no other fencing alternative is economically available. The Lot Owner shall maintain the fences erected in good condition and repair. If the Owner fails or refuses to keep the Owner's fences in good repair and condition, the Association shall have the right, after notice, to enter upon said Lot and perform such work as may be necessary to fulfill the requirements of this section, charging the cost thereof to the Lot Owner.

(8) In reviewing proposed Improvements for approval, the Committee shall consider at least the following:

- a. Does the proposed Improvement conform to the purposes and provision of the Project Documents?
- b. Is the proposed Improvement of a quality of workmanship and materials comparable to other improvements that are proposed or existing on the Project?

- c. Is the proposed Improvement of a design and character harmonious with proposed or existing Improvements and with the natural topography in the immediate vicinity?
- d. Will the proposed Improvement unreasonably interfere with or otherwise impair the view or solar access or other portions of the Project?

C. Basic Structural Requirements.

(1) Type and Character Design. Exterior design in each case shall be compatible with the overall atmosphere of the Project and shall be subject to approval by the Committee, in its sole discretion. Decisions of the Committee shall be final.

(2) Building Exteriors. All building exteriors and roofs, including textures, materials, and painting/staining, must be set forth in the plans and specifications submitted to the Committee and approved in writing by the Committee prior to construction. All exterior wood siding shall be natural, painted, or stained, consistent with the overall appearance of the Project unless otherwise approved by the Committee. Any proposed paint/stain samples shall be submitted with the plans and specifications. Careful consideration of the adjacent and surrounding property, as well as the overall community appearance, will be the basis for approval or denial of such painting/staining schemes.

(3) Size Requirements. No residence shall be erected on a Lot having a total floor area of the main structure being less than 3,000 square feet. Said total floor area measure is exclusive of open porches, garages, patios, exterior stairwells, accessory dwelling units, and landings. If compliance with Ukiah City Code Sections 9135-9139 renders the provisions of this sub-division C.(3) unreasonable in application, the Association may approve a variance of this provision as it deems reasonably appropriate.

(4) New Material Only and New Structures Only. No second hand materials shall be used in the construction of any buildings or Structures other than as frame material, without the prior written approval of the Committee, and all building and fences that are of frame construction shall be painted/stained with at least two coats upon completion. No buildings of any kind shall be moved from any other place to any of the Lots, or from one Lot to another without the prior written consent of the Committee.

(5) Height Limitations. No building shall be a greater height than that permitted under the zoning ordinances and building codes of the County of Mendocino or City of Ukiah, as applicable. No building shall have a finished floor height greater than 3 feet higher than the highest point on the Lot.

(6) Roof Design, Pitch and Materials. Not less than three and one-half and no more than twelve pitch roofs for residential structures shall be used. No flat roofs or rock roofs shall be permitted except where the design concept in the opinion of the Committee is not detrimental to the environmental character of the adjacent property or the community. Only fire retardant roofing material shall be used and shall otherwise meet all requirements set by the governing agencies. The Committee shall, prior to construction, approve the quality and variety of the material.

(7) Concrete Work. All front yard concrete work shall be seated with rock unless, in the opinion of the Architectural Control Committee, such seating would serve no useful purpose.

(8) Fire Sprinkler System. Each structure on any Lot shall be equipped with a fire sprinkler system approved by the County of Mendocino or City of Ukiah, as applicable.

(9) No Modular Home. No modular or manufactured homes shall be permitted.

10.4. Committee Approval Process.

A. Approval Process. Any person proposing to construct, paint, stain, or change any Improvement on the Project that requires the prior approval of the Committee shall apply to the Committee in writing for approval of the work to be performed and the time scheduled for performing such work. The Committee may charge an applicant a reasonable fee for application review.

In the event additional plans and specifications for the work are required by the Committee, the applicant shall be notified of such requirements within thirty (30) days of receipt by the Committee of the initial application or the application shall be deemed sufficiently submitted as of that date. If timely notified, the applicant shall submit additional plans and specifications for the proposed work in the form and content reasonable required by the Committee and the application shall not be deemed sufficiently submitted until that date. Such plans and specifications may include, but shall not be limited to, depictions of the nature, kind, shape, color, size, materials and location of any Structures, plants, trees, shrubs, and other proposed landscaping or Improvements.

B. Review and Approval. Upon sufficient submission of an application for Committee review, the Committee shall proceed expeditiously to review all of the documents to determine whether the proposed work is in compliance with the provisions and purposes of the Project Documents and all guidelines of the Committee in effect at the time the documents are submitted. In the event the Committee fails to approve an application, it shall notify the applicant in writing of the specific matter to which it objects. In the event the Committee fails to notify the applicant of the action taken by the Committee within thirty (30) days after sufficient submission of the application, the application shall be deemed

approved. The Committee, as a permanent record, shall retain one set of plans as finally approved.

C. Commencement, Completion or Approved Work. After obtaining Committee approval of any Improvements, all plans for construction requiring a permit by the County of Mendocino and/or City of Ukiah, as applicable, shall be submitted to the appropriate agency together with the required fees. Upon receipt of the approval of the Committee and issuance of a building permit by the applicable governing agency(ies), the applicant shall proceed to have the work commenced and diligently and continuously pursued to completion in substantial compliance with the approval of the Committee and the governing agency(ies), including all conditions imposed by them. The approval of the Committee shall be effective for a period of six (6) months after the date of the approval, subject to the right of the Committee to provide for a shorter or longer period upon showing of good cause. In the event the approved work is not commenced within the effective period of the approval, then the applicant, before commencing any work, shall be required to resubmit an application for the approval of the Committee.

All approved work shall be completed within six (6) months after the date of commencement, or such other reasonable period specified by the Committee at the time of approval, with the period of time subject to extension by the number of days that work is delayed by cause not under the control of the applicant or the applicant's contractor or as otherwise extended by the Committee. Upon completion of approved work, the applicant shall give written notice thereof to the Committee.

If, for any reason, the Committee fails to notify the applicant of any noncompliance within sixty (60) days after receipt of said notice of completion from the applicant, the Improvement shall be deemed to be completed in accordance with the approved plans.

D. Inspection, Non-Compliance. The Committee, or any authorized representative, shall have the right at any reasonable time, after reasonable notice to the Owner thereof, to enter upon any portion of the Project for the purpose of determining whether or not any work is being performed or was performed in compliance with the Project Documents and the approved plans.

If at any time the Committee determines that work is not being performed or is based on a failure to apply for or obtain approval, a failure to comply with approval, a failure to timely commence or complete approved work, or otherwise, the Committee shall notify the Owner in writing of such noncompliance within a reasonable period.

In the event the Owner fails to remedy such non-compliance within the specified period, the Board shall, subject to the notice and hearing requirements of Section 7.2.A (2), have the duty and right to remedy the non-compliance in any appropriate manner permitted by the Project Documents or otherwise permitted by law, or in equity, including but not limited to removing the non-complying

improvements, correcting the non-complying improvement, or completing the non-compliance or non-completion on the property, as appropriate. The Owner shall have the obligation to reimburse the Association for any costs incurred in enforcing these provisions (including attorney's fees, court costs, expert fees, and all other expenses incurred in relation thereto) and if the Association is not reimbursed upon demand, the Board shall have the right to individually charge the cost thereof to such Owner.

10.5 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Committee by any Owner or mortgagee, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Board), the Committee shall execute and deliver in recordable form, if requested, an estoppel certificate executed by any two of its members, certifying, with respect to any Lot of said Owner or mortgagee, that as of the date thereof, either (i) all Improvements made and other work done upon or within said Lot comply with the Project documents, or (ii) such work or improvements do not so comply in which event the certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Such statements shall be binding upon the Association and Committee in favor of any person who may rely thereon in good faith.

10.6 Liability. Neither the Declarant, the Committee, the Board, nor any member thereof shall be liable to the Association, to any Owner, or to any third party for any damages, loss, or prejudices suffered or claimed on account of (i) the approval or disapproval of any plans, drawings and specifications, whether or not effective, (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (iii) the development of any property within the Project, (iv) the execution and the filing of an estoppel certificate pursuant to Section 10.5, or (v) the execution and filing of a notice of non-compliance or non-completion pursuant to Section 10.4.D, whether or not the facts therein are correct, if the Declarant, the Board, the Committee or such member has acted in good faith on the basis of such information as may be possessed by them. Specifically, but not by way of limitation, it is understood that plans and specifications are not approved for engineering design or for compliance with governing agency standards and regulations and, by approving such plans and specifications, neither the Committee, the members thereof, the Association, the members, the Board, nor the Declarant assume liability or responsibility, and shall have no liability, for any defect, error, or non-compliance, however characterized, in the plans and specifications or in any Structure constructed from such plans and specifications.

ARTICLES XI. GENERAL PROVISIONS

11.1 Limitations or Restrictions. Declarant is undertaking the work of developing Lots for sale and incidental improvements within the Project. The completion of that work and the sale, rental or other disposal of said Lots is essential to the establishment and welfare of said property as a residential development. In order

that said work may be completed and said Project be established fully occupied as rapidly as possible, nothing in this Declaration shall be understood or construed during the period of time during which the Declarant has an interest in the property or eighteen (18) months from the date of the conveyance of the first Lot by Declarants, whichever is earlier, to:

A. Prevent Declarant, its contractors, or subcontractors from obtaining reasonable access over and across the Common Improvements of the Project or from doing within any Lot or any portion of the Project, including property annexed thereto, whatever is reasonably necessary or advisable in connection with the completion of said work; or

B. Prevent Declarant or its contractors or its representatives from erecting, constructing, and maintaining on any part or parts of the Project, including property annexed thereto, such structures as may be reasonably necessary for the conduct of its business and disposing of parcels by sale, lease, or otherwise; or

C. Prevent Declarant from conducting on any part of the Project, including property annexed thereto, its business, of establishing said Project as a private, gated, community of up to 7 residential Lots within the Development Property, and of disposing of the Lots by sale, lease, or otherwise; or

D. Prevent Declarant from maintaining such signs within the Project, including property annexed thereto, as may be necessary for the sale, lease, or other disposition of the Lots therein; or property annexed thereto, as may be necessary for the sale, lease, or other disposition of the Lots therein; or

E. Prevent Declarant from maintaining model dwellings, sales offices, storage facilities, or such related facilities in any Lot within the Project necessary or reasonable in the opinion of Declarant for sale or disposition of the Lots; or,

11.2 Annexation. The Development Property is, as described above, subject to annexation by the City of Ukiah. Annexation otherwise of real property to the existing Project may be made by the Association upon the vote or written assent of not less than sixty-six and two-thirds percent (66-2/3%) of the total votes residing in members.

11.3 Notices. Notices provided for in the Project Documents shall be in writing and shall be deemed sufficiently given when delivered personally or forty-eight (48) hours after deposit in the United States mail, postage prepaid, addressed to an Owner at the last address such Owner designated to the Association for delivery of notices, or in the event of no such designation, at such Owner's last known address, or if there be none, at the address of the Owner's Lot. Notices to the Association shall be addressed to the address designated by the Association on written notice to all Owners.

11.4 Notice of Transfer. No later than five (5) days after the sale or transfer of any Lot whereby the transferee becomes the Owner thereof, the transferee shall notify the Association in writing of such sale or transfer. Such notice shall set forth: (i) the Lot involved; (ii) the date of sale. Unless and until such notice is given the Association shall not be required to recognize the transferee for any purpose, and any action taken by the transferor as an Owner may be recognized by the Association. Prior to receipt of any such notification by the Association, all communications required or permitted to be given by the Association shall be deemed duly given and made to the transferee if duly and timely made and given to such transferee's transferor.

11.5 Headings. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

11.6 Severability. The provisions of this Declaration shall be deemed independent and severable, and invalidity or partial invalidity or unenforceability of any provision or provisions shall not invalidate any other provisions.

11.7 Exhibits. All exhibits referred to are incorporated herein by such reference.

11.8 Easements Reserved and Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in a deed to any Lot. Neither this provision nor anything in this Declaration shall be deemed to provide the exclusive manner in which the reservation or grant of easements, or both, may derive or exist.

11.9 Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of any Owner.

11.10 Delivery of Project Documents to Transferee. Prior to the transfer of title to a Lot, the transferor (and if the City is the transferor of record, the Declarant) shall provide to the prospective transferee a copy of the Project Documents and such other documents and information as are required by law.

11.11 Termination of Declaration. This Declaration shall run with the land and shall continue in full force and effect for a period of fifty (50) years from the date on which this Declaration is executed. After that time, this Declaration and all its covenants and other provisions shall be automatically extended for successive ten (10) year periods unless this Declaration is revoked by an instrument executed by Owners of not less than sixty-six and 2/3 percent (66 2/3%) of Lots in the Project, and recorded in the office of the county recorder within one (1) year prior to the end of said fifty-year period or any succeeding ten-year period.

ARTICLE XII. AMENDMENT

12.1 Amendment Prior to First Conveyance. Until the first conveyance of a Lot in the Project, Declarant shall have the right to amend this Declaration. A conveyance of a Lot or any portion of the Development Property to the City shall not be deemed a conveyance under this provision.

12.2 Amendments After First Conveyance. Subject to Section 12.1, after the first conveyance of a Lot in the Project, this Declaration shall be amended upon the vote or written assent of a majority of the total voting power of the Association. A conveyance of a Lot or any portion of the Development Property to the City shall not be deemed a conveyance under this provision.

12.3 Amendment Instrument. An amendment shall become effective when it has received the required approvals and the Declarant—or once formed the secretary of the Association—has executed, acknowledged and recorded in the office of the county recorder, an instrument expressing the amendment and certifying that the required approvals were received.

12.4 Revocation. The right and power to amend the Project Documents shall include the right and power to revoke them, except that any amendment of the Exchange & Development Agreement and Access Agreement shall comply with the provision for amendment found in said agreements.

[Signature page follows]

EXHIBIT A

EXHIBIT "C1"

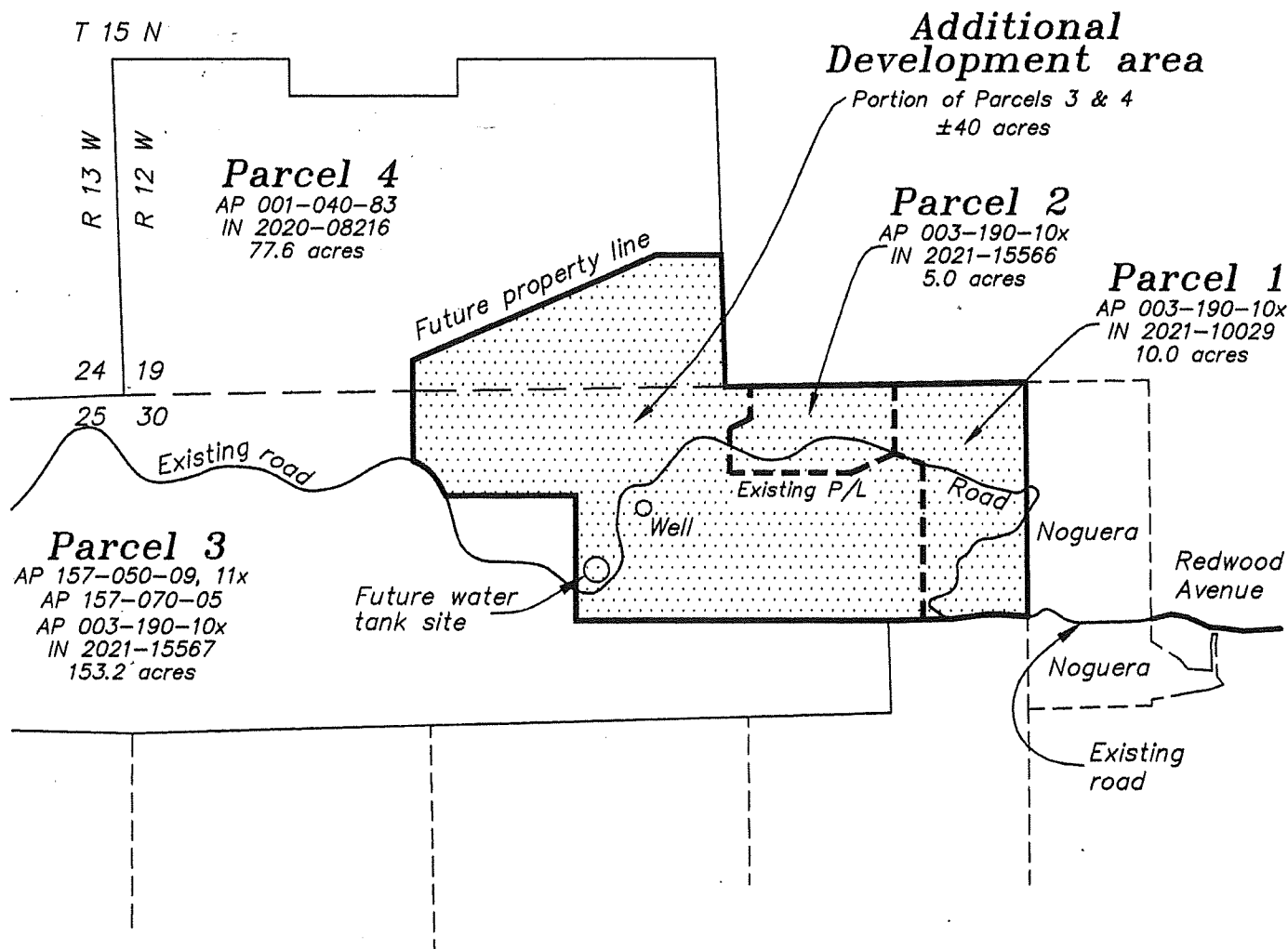
(Hull and D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, Mount Diablo Meridian described as follows:

1. All of that property described in Instrument Number 2021-10029, Mendocino County Records, labeled as Parcel 1 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
2. All of that property described in Instrument Number 2021-15566, Mendocino County Records, labeled as Parcel 2 on the attached Exhibit "C2". (Owned by D&J Investments, portion of AP 003-190-10)
3. An approximate 40 acre area lying within the properties described in Instrument Numbers 2020-08216 and 2021-15567, Mendocino County Records, labeled as Parcels 3 and 4 on the attached Exhibit "C2". (Owned by Hull and D&J Investments, portion of AP 001-040-83, portion of AP 003-190-10 and portion of AP 157-070-05). This area is shown on the attached Exhibit "C2", labeled Additional Residential Development Area.

Exhibit "C2"



Note:

Shaded area = Residential Development Area
(aka Hull Residential Parcels)

**Residential
Development Area**
Redwood Avenue, Ukiah
Jan 10, 2022 -- Scale: 1"=700'



EXHIBIT B

EXHIBIT B
(Hull, D&J Investments)

All that certain property situated in the County of Mendocino, State of California, more particularly described as follows:

All those properties located within Sections 19 and 30, Township 15 North, Range 12 West, and within Sections 25 and 26, Township 15 North, Range 13 West, Mount Diablo Meridian, described in the following nine instruments:

1. Instrument No. 2021-10029, Mendocino County Records, D&J Investments, LLC
2. Instrument No. 2021-15566, Mendocino County Records, D&J Investments, LLC
3. Instrument No. 2021-15567, Mendocino County Records, D&J Investments, LLC
4. Instrument No. 2020-08216, Mendocino County Records, Hull
5. Instrument No. 2021-10034, Mendocino County Records, D&J Investments, LLC
6. Instrument No. 2021-10033, Mendocino County Records, D&J Investments, LLC
7. Instrument No. 2021-10032, Mendocino County Records, D&J Investments, LLC
8. Instrument No. 2021-10031, Mendocino County Records, D&J Investments, LLC
9. Instrument No. 2020-18046, Mendocino County Records, Hull, EXCEPTING
THEREFROM all that portion land described in Instrument No. 2020-18046 that
was granted from Hull to the City of Ukiah by way of Instrument No. 2020-18047.

EXHIBIT B

EXHIBIT C

After recording mail to:

City of Ukiah, a general law municipal corporation
300 Seminary Ave.
Ukiah, CA 95482

CONFORMED COPY

Copy of Document Recorded on
03/03/2021 09:23:58 AM
as 2021-03351
Mendocino County Clerk-Recorder

Order No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
DOCUMENT TITLE

This document is being re-recorded to Correct the spelling of the Grantor's name;
Grant Deed originally recorded December 31, 2020 as
Document number: 2020-18047, Mendocino County Records.

RECORDING REQUESTED BY:
Redwood Empire Title Company of Mendocino
County

**Mail Tax Statements and
When Recorded Mail Document To:**
City of Ukiah, a general law municipal corporation
300 Seminary Avenue
Ukiah, CA 95482

2020-18047
Recorded at the request of:
REDWOOD EMPIRE TITLE
12/31/2020 09:37 AM
Fee: \$0 Pgs: 1 of 5
OFFICIAL RECORDS
Katrina Bartolome - Clerk-Recorder
Mendocino County, CA



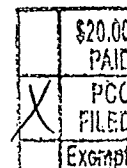
Escrow No.: 20203118DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s) Documentary Transfer Tax stamps in the sum of -0- NO RECORDING FEE
PURSUANT TO RTC-11922

- ☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☒ Unincorporated area: of



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

David

~~David~~ J. Hull, a married man, as his sole and separate property

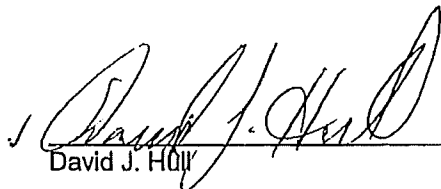
hereby GRANT(S) to

City of Ukiah, a general law municipal corporation

the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

Dated: December 15, 2020


David J. Hull

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

State of California

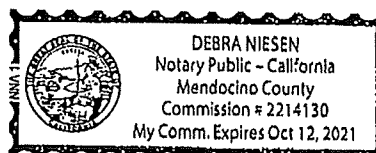
County of Mendocino
On Dec. 30, 2020 before me,
Debra Niesen, Notary Public,
personally appeared David J. Hull

David J. Hull 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 Debra Niesen (Seal)
Debra Niesen



Escrow No.: 20203118DN
Title Order No.:

EXHIBIT A

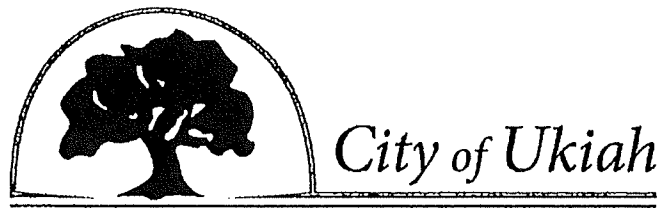
THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Lots 3, 6, 7 and 8 and the west half of Lots 4 and 5, all in Section 25, Township 15 North, Range 13 West, M.D.M.

Excepting therefrom all the coal and other minerals reserved by the United States in the Patents recorded March 15, 1945 in Book 182 of Official Records, Page 212, and recorded April 10, 1949 in Book 258 of Official Records, Page 273, Mendocino County Records.

A.P.N.: 157-050-03-05, 157-060-03-05

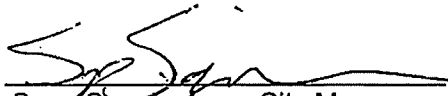
Pursuant to Certificate of Compliance recorded December 22, 2020 as 2020-17564 of Official Records.



CERTIFICATE OF ACCEPTANCE

This certifies that the interest in real property conveyed by the Grant Deed, dated December, 15, 2020, from David J. Hull to the City of Ukiah, a general law municipal corporation, is hereby accepted by order of the undersigned officer on behalf of the City of Ukiah pursuant to authority conferred by resolution of the City Council of the City of Ukiah adopted on February 1, 1961, and the Grantee consents to recordation thereof by its duly authorized officer.

By:


Sage Sangracomo, City Manager

APN 156-060-03

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

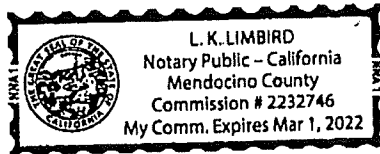
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Mendocino)
 On December 15, 2020 before me, L. K. Limbird,
 Date Here Insert Name and Title of the Officer
 personally appeared Sage Lee Sangiacomo
 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 L. K. Limbird
 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

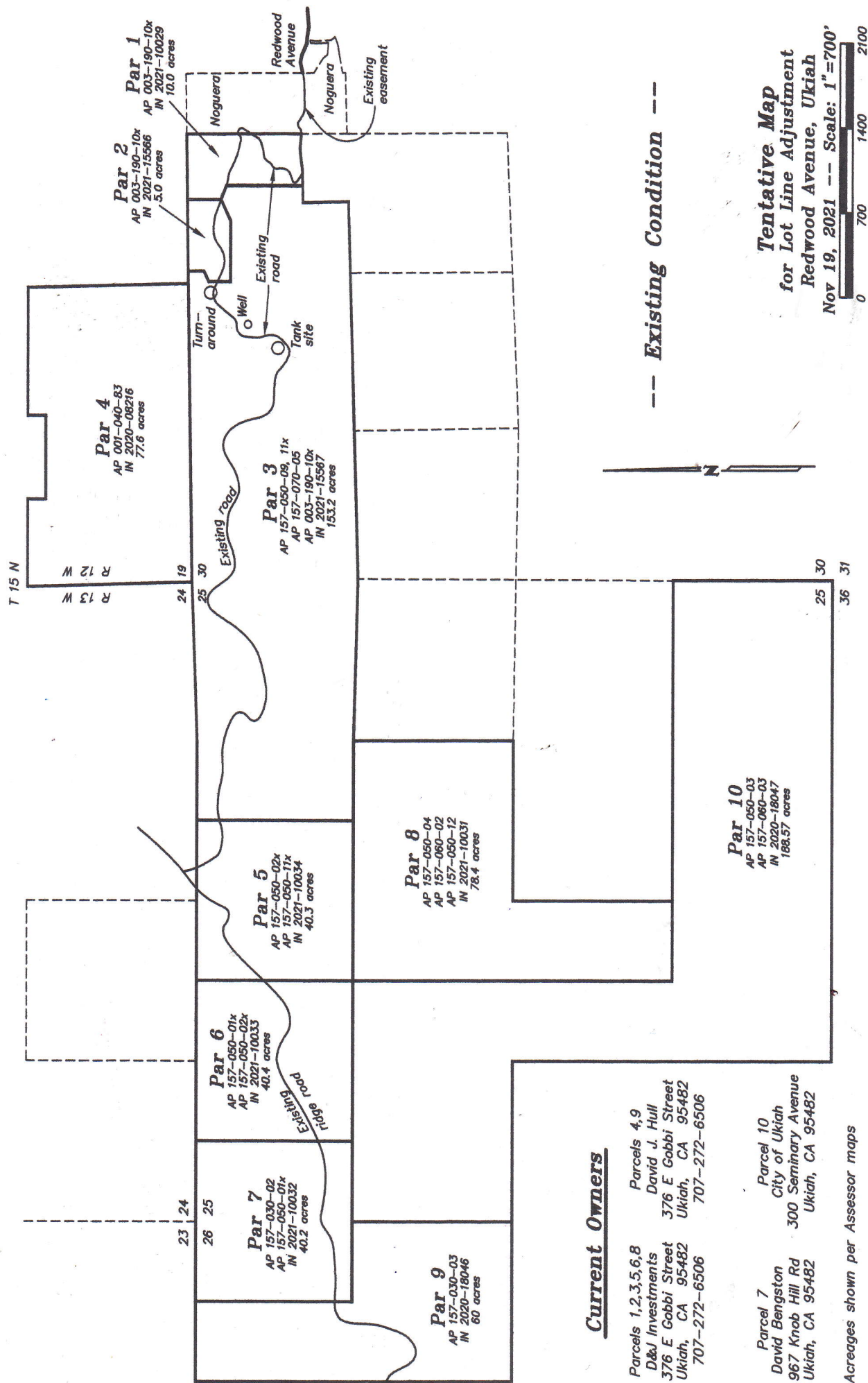
Title or Type of Document: Certificate of Acceptance
 Document Date: December 15, 2020 Number of Pages: 1
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sage Lee Sangiacomo
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☒ Other: City Manager
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT D



Current Owners

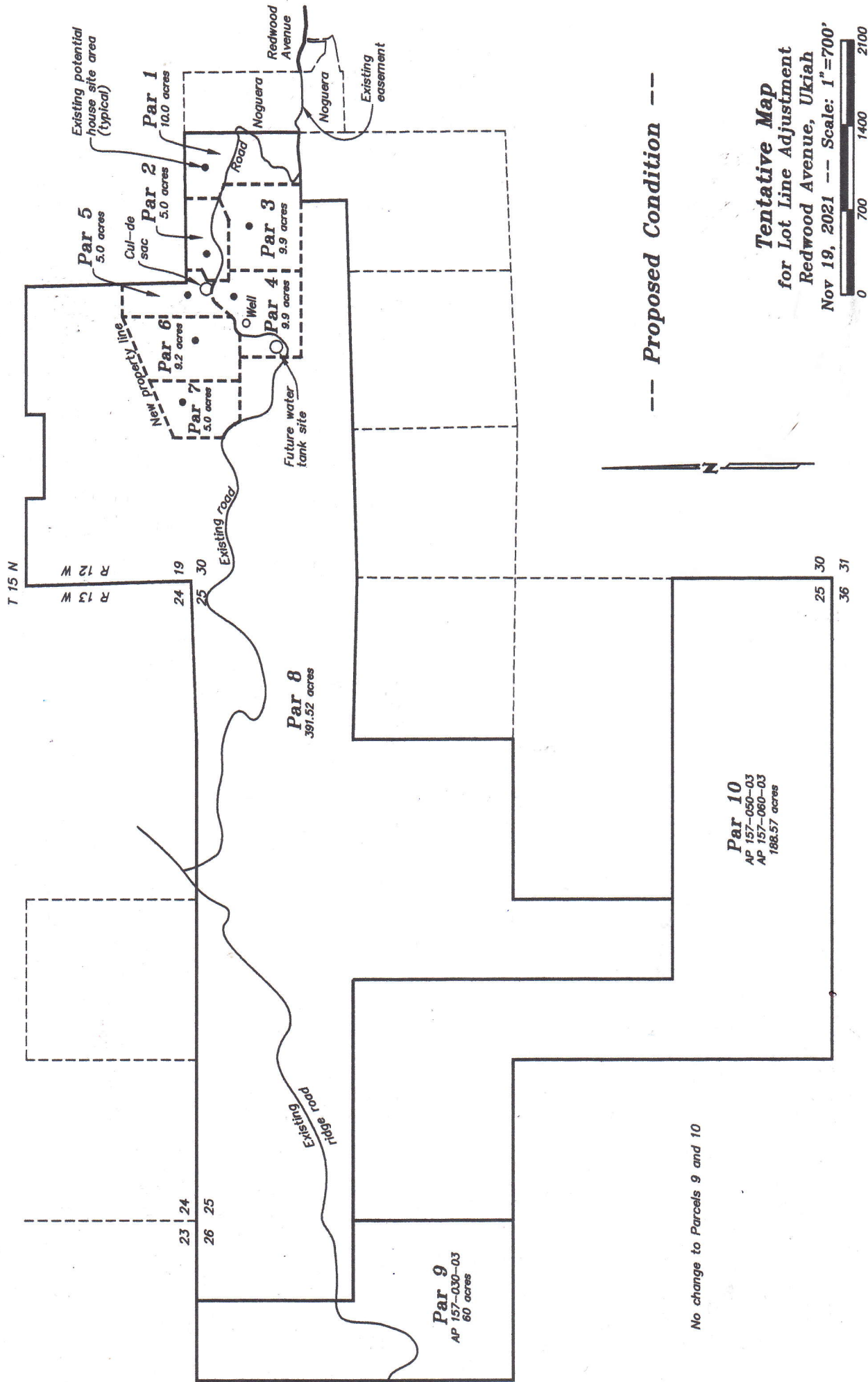
Parcels 1,2,3,5,6,8
D&J Investments
376 E Gobbi Street
Ukiah, CA 95482
707-272-6506

Parcels 4,9
David J. Hull
376 E Gobbi Street
Ukiah, CA 95482
707-272-6506

Parcel 7
David Bengston
967 Knob Hill Rd
Ukiah, CA 95482

Parcel 10
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

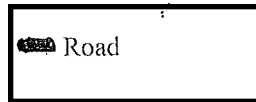
Acreages shown per Assessor maps



Tentative Map
 for Lot Line Adjustment
 Redwood Avenue, Ukiah
 Nov 19, 2021 --- Scale: 1"=700'

EXHIBIT E

Exhibit "B" (Noguera)

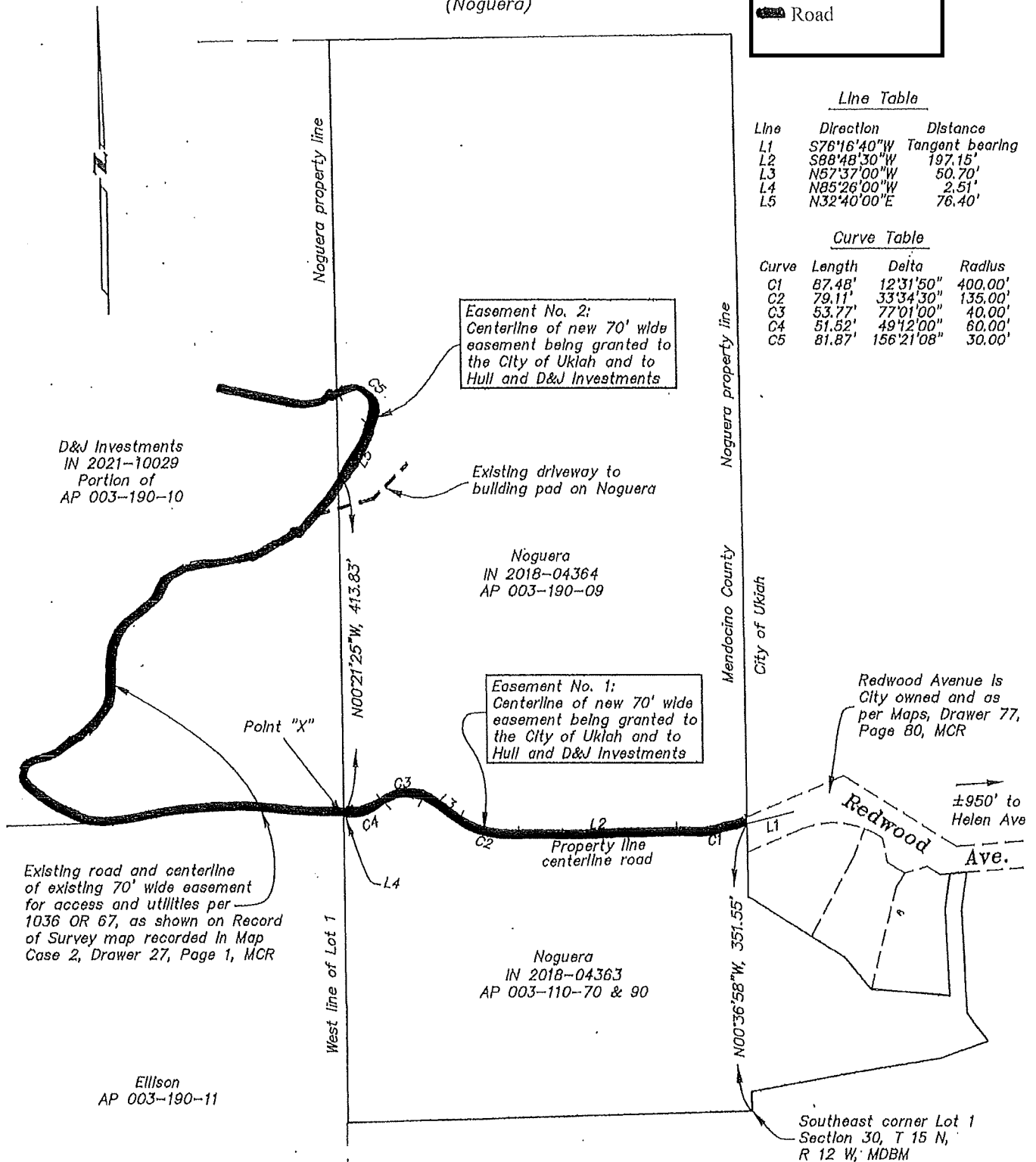


Line Table

Line	Direction	Distance
L1	S76°16'40"W	Tangent bearing
L2	S88°48'30"W	197.15'
L3	N57°37'00"W	50.70'
L4	N85°26'00"W	2.51'
L5	N32°40'00"E	76.40'

Curve Table

Curve	Length	Delta	Radius
C1	87.48'	12°31'50"	400.00'
C2	79.11'	33°34'30"	135.00'
C3	53.77'	77°01'00"	40.00'
C4	51.52'	49°12'00"	60.00'
C5	81.87'	156°21'08"	30.00'



D&J Investments
IN 2021-10029
Portion of
AP 003-190-10

Easement No. 2:
Centerline of new 70' wide
easement being granted to
the City of Ukiah and to
Hull and D&J Investments

Noguera
IN 2018-04364
AP 003-190-09

Easement No. 1:
Centerline of new 70' wide
easement being granted to
the City of Ukiah and to
Hull and D&J Investments

Redwood Avenue is
City owned and as
per Maps, Drawer 77,
Page 80, MCR

Existing road and centerline
of existing 70' wide easement
for access and utilities per
1036 OR 67, as shown on Record
of Survey map recorded in Map
Case 2, Drawer 27, Page 1, MCR

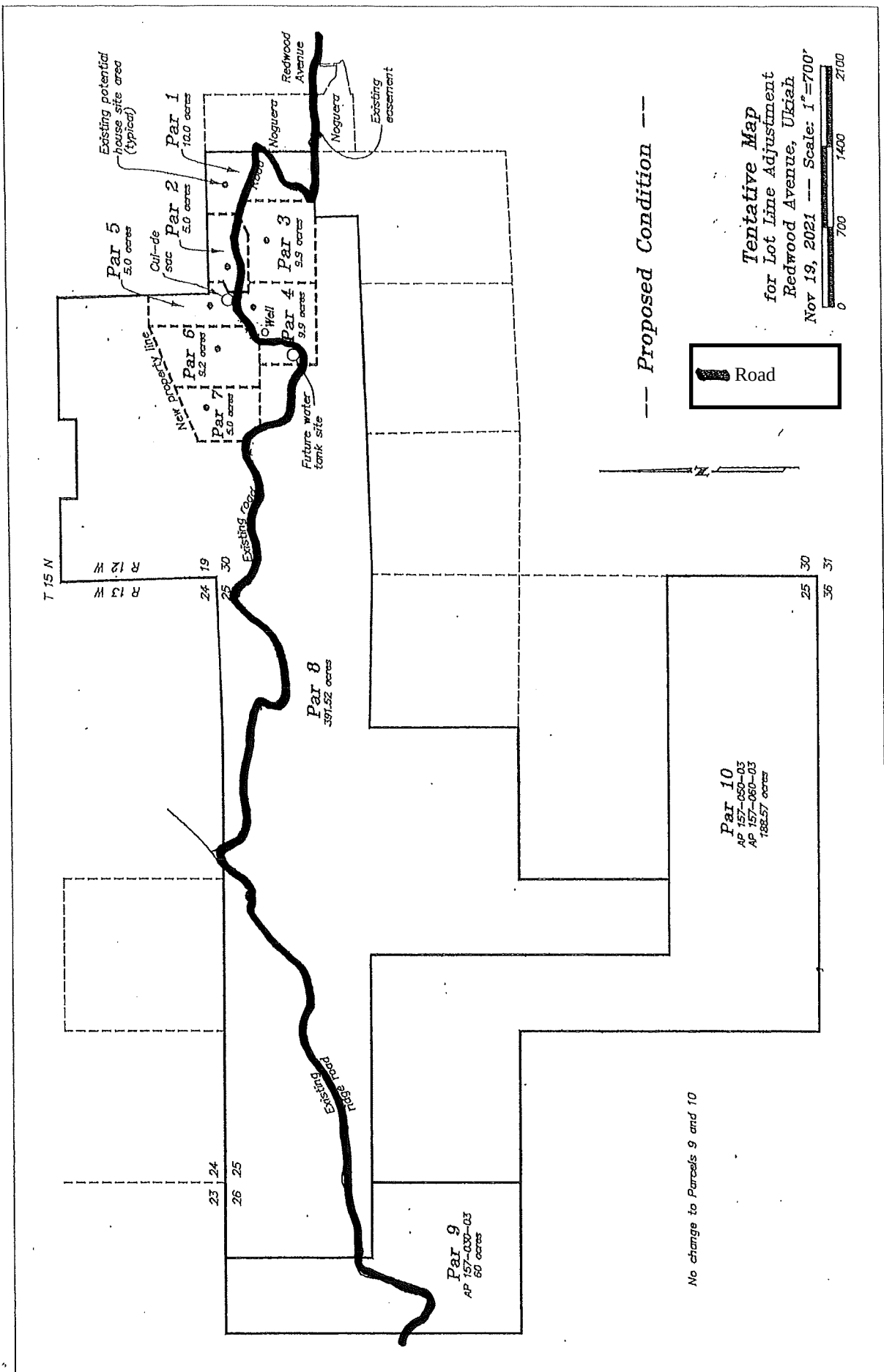
Ellison
AP 003-190-11

IN = Instrument Number,
Mendocino County Records

AP = Assessor Parcel

Plat Map
Redwood Avenue, Ukiah
Dec 21, 2021 -- Scale: 1"=160'





-- Proposed Condition --



Tentative Map
 for Lot Line Adjustment
 Redwood Avenue, Ukiah
 Nov 19, 2021 -- Scale: 1"=700'

No change to Parcels 9 and 10

EXHIBIT F

Exhibit F

FINAL CONDITIONS OF APPROVAL FOR THE UKIAH WESTERN HILLS OPEN LAND ACQUISITION & LIMITED DEVELOPMENT AGREEMENT PROJECT, INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION, AND ORDINANCE FOR PREZONING FILE NO.: 20-5915.

The following Conditions of Approval shall be made a permanent part of the Lot Line Adjustments, Development Agreement, site improvements, prezoning and annexation associated with the Ukiah Western Hills Open Land Acquisition & Limited Development Agreement Project, shall remain in force regardless of property ownership, and shall be implemented in order for this entitlement to remain valid.

Project Summary. The Ukiah Western Hills Open Land Acquisition & Limited Development Project includes the following components: 1) Acquisition and annexation of approximately 707 acres into the City of Ukiah limits; 2) Prezoning the parcels to PF and R1-H (and associated Zoning Map and General Plan Map Amendments upon approval of the annexation application); 3) Sequential Lot Line Adjustments to reconfigure the existing parcels into seven lots ("Development Parcels") for future potential development; 4) Development Agreement between Hull Properties and the City allowing up to one single-family home and one accessory dwelling unit on each Development Parcel (14 units total); and 5) site improvements including extension of utilities, road improvements, and construction of the water tanks.

The Project includes several parcels located within unincorporated Mendocino County within the Ukiah Western Hills referred to as the "Hull Properties" (APNs 001-040-83, 157-070-01, 157-070-02, 003-190-01, 157-050-09, 157-060-02, 157-050-02, 157-050-04, 157-050-01, 157-030-02, 157-030-03, 157-050-11 & 157-050-12); "Noguera Properties" (APNs 003-190-09 & 003-110-90); and the City-owned "Donation Parcel" (APNs 157-050-03, 157-060-003).

The following Conditions of Approval apply to the Project.

City of Ukiah Special Conditions

1. Approval of the Project is contingent upon City Council approval of the Development Agreement, which includes an easement, road access and maintenance agreement.
2. In accordance with LAFCo-adopted procedures, and as required under the Development Agreement, the City will submit its annexation application to the Mendocino County Local Agency Formation (LAFCo), after it acquires title to the Annexation Parcels, and upon City Council approval of the Proposed Project.
3. An application for annexation and prezoning shall be approved by the Mendocino County Local Agency Formation Commission (LAFCo) prior to the prezoning becoming effective. Prezoning will also require a General Plan Map Amendment and Zoning Map Amendment, upon approval of the annexation application.
4. Upon approval of the annexation application, a copy of the final Lot Line Adjustment shall be provided to the City Engineer for final review before recordation. The final map shall conform to the Subdivision Map Act and Division 9, Chapter 1 of the Ukiah Municipal Code, as applicable. A copy of the recorded Lot Line Adjustment shall be submitted to the

Community Development Department prior to submittal of a Use Permit for single family housing within the Development Parcels located within the City's jurisdiction.

5. In accordance with the terms described in the Development Agreement, Hull shall have the option to withdraw the Hull Development Parcels from the City's annexation application, if LAFCo has failed to approve the annexation within one (1) year from the date the Executive Officer of LAFCo accepts the application as complete.
6. The Initial Study and Mitigated Negative Declaration prepared for the Project (SCH No. 2021040428) found that construction and ground disturbing activities associated with the Development Agreement, future residential development, and site improvements could result in direct significant impacts to Air Quality, Biological Resources, Cultural/Tribal Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, Utilities and Service Systems, and Wildfire. However, the mitigation measures identified within the Mitigation Monitoring and Reporting Program (**Attachment A**) shall be implemented as described to reduce potential environmental impacts. These mitigation measures shall apply to all future ground disturbing activities and development (including residential development), as described further in the Mitigation Monitoring Reporting Program.
7. Future residential development of the Development Parcels shall be in accordance with the Hillside Overlay Zoning District regulations contained within UCC Sections 9135-9139. All future development shall require discretionary review and may require additional environmental review. Additional project-specific Conditions of Approval may be required upon review by City departments and applicable agencies.
8. In accordance with the terms described in the Development Agreement, Hull shall retain the right to develop Development Parcels 1-3 prior to annexation. Single-family homes on Development Parcels 1-3 shall be constructed to R1-H standards by including them in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). In addition, the mitigation measures contained within the ISMND for residential development shall also be included in the CC&Rs and implemented for Development Parcels 1-3 if developed prior to annexation.
9. If development of Development Parcels 1-3 occurs after annexation, development shall comply with all R1-H development standards and be subject to discretionary review, in accordance with the City's Hillside Overlay District.
10. The Developer shall obtain regulatory permits, including but not limited to a 401 Water Quality Certification, California Department of Fish and Wildlife Lake and Streambed Alteration Agreement, etc., if work is proposed to the existing culverts, or in and around any watercourses in the future, in accordance with existing regulatory requirements.
11. The water tanks shall be painted green or a similar color to blend into the landscape.
12. An address assignment application shall be submitted to assign addresses to the proposed Development Parcels at the time of development.

City of Ukiah Standard Conditions

13. City Council approval is not effective until the 10-day appeal period applicable to the project has expired without the filing of a timely appeal. If a timely appeal is filed, the project is subject to the outcome of the appeal and shall be revised as necessary to comply

with any modifications, conditions, or requirements that were imposed as part of the appeal.

14. All use, construction and the location thereof, or occupancy, shall conform to the application and to any supporting documents submitted therewith, including any maps, sketches, or plot plans accompanying the application or submitted by applicant in support thereof.
15. Any construction shall comply with the "Standard Specifications" for such type of construction now existing or which may hereafter be promulgated by the Engineering Department of the City of Ukiah; except where higher standards are imposed by law, rule, or regulation or by action of the Planning Commission such standards shall be met.
16. The Applicant shall submit verification of all applicable permits or approvals in compliance with all local, state and federal laws to the Community Development Department prior to issuance of building permits.

Department of Public Works

17. Future residential development and site improvements (including road and access improvements) shall be reviewed by the Department of Public Works to identify site-specific requirements.
18. Construction projects that would disturb more than one acre of land, would be subject to the requirements of General Construction Activity Stormwater Permit (Construction General Permit Order 2009-0009-DWQ, also known as the CGP), which requires operators of such construction sites to implement stormwater controls and develop a Stormwater Pollution Prevention Plan (SWPPP) identifying specific BMPs to be implemented to reduce the amount of sediment and other pollutants associated with construction sites from being discharged in stormwater runoff.
19. Applicable City water and sewer connection fees shall be paid at the time of building permit issuance.
20. All work within the public right-of-way shall be performed by a licensed and properly insured contractor. The contractor shall obtain an encroachment permit for work within this area or otherwise affecting this area. Encroachment permit fee shall be \$45 plus 3% of estimated construction costs.

Electric Utility Department

21. A 10-ft. utility easement for any underground distribution extended into the parcel beyond the existing PUE shall be required. Prior to recordation of the Lot Line Adjustment easements must be surveyed and deeded or defined on the map. Alterations to the 10-ft. utility easement shall be submitted to the COUEUD for approval.
22. Upon individual parcel development, additional easements may be required to provide electric service.
23. Future site improvements shall be submitted to the Electric Utility Department for review and comment. Construction requirements and associated developer costs will be determined to provide electric service.
24. Developer shall incur all costs of project, to include labor, materials, and equipment.

Building Division

25. Submit plans and building permit application. Please submit four complete plan sets, two wet stamped and signed. All Conditions of Approval shall be printed on the first page of the Building Plans.
26. The design and construction of all site alterations shall comply with the current California Building Code, Plumbing Code, Electrical Code, California Mechanical Code, California Fire Code, California Energy Code, Title 24 California Energy Efficiency Standards, California Green Building Standards Code and City of Ukiah Ordinances and Amendments.

Ukiah Valley Fire Authority

27. All access improvements, roadways and residential development shall be reviewed by the Fire Marshall and adhere to all current local, state and federal fire regulations relating to access and safety, including but not limited to: California Building Code, Chapter 7A (Materials and Construction Methods for Exterior Wildfire Exposure, including Wildland Urban Interface regulations); California Residential Code, Section R337 (Materials and Construction Methods for Exterior Wildlife Exposure); California Referenced Standards Code, Chapter 12-7A (Fire Resistive Standards); California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3 (Fire Hazard Reduction Around Buildings and Structures); and California Government Code, Section 51182 (Very High Fire Hazard Severity Zones).

In addition, Public Resources Code Sections 4290 and 4291 contain additional requirements for lands within Very High Fire Severity Zones. These include the following in order to provide defensible space and fire protection for new construction and ensure adequate emergency access: increased property line setbacks for all applicable construction; on-site water storage for fire protection, driveway/roadway types and specifications based on designated usage; all weather driveway/roadway surfaces being engineered for 75,000lb vehicles; maximum slope of 16%; turnout requirements; gate requirements and setbacks, parking standards, fuels reduction regulations, etc.

**UKIAH WESTERN HILLS OPEN LAND & LIMITED DEVELOPMENT AGREEMENT PROJECT
MITIGATION MONITORING REPORTING PROGRAM**

Potential Impact	Mitigation Measure	Implementation Responsibility	Monitoring & Reporting Responsibility	Timing	Date Implemented
Construction and ground disturbing activities could result in short-term impacts to air quality.	AQ-1: Diesel Engines – Stationary and Portable Equipment and Mobile Vehicles: - Any stationary onsite diesel IC engines 50 horsepower or greater (i.e. large power generators or pumps) or any propane or natural gas engines 250 horsepower or greater may require a permit from the District. - Portable diesel powered equipment that may be used during the proposed project are required to be registered with the state Portable Equipment Registration Program (PERP) or obtain permits from the District. - Projects located adjacent to sensitive receptors (schools, child care facilities, health care facilities, senior facilities, businesses, and residences, etc.) during the construction phase of this project have the potential for exposure to diesel particulate. - Heavy duty truck idling and off-road diesel equipment or other diesel engine idling is limited to less than 5 minutes.	Developer	Developer	During construction and ground disturbing activities	
	AQ-2: Grading Projects- During Construction- All grading activities must comply with the following fugitive dust mitigation measures in accordance with District Regulation 1, Rule 1-430: All visibly dry disturbed soil road surfaces shall be watered to minimize fugitive dust emissions.	Developer	Developer	During construction and ground disturbing activities	

	2. All unpaved surfaces, unless otherwise treated with suitable chemicals or oils, shall have a posted speed limit of 10 mph. 3. Earth or other material that has been transported by trucking or earth moving equipment, erosion by water, or other means onto paved streets shall be promptly removed. 4. Asphalt, oil, water, or suitable chemicals shall be applied on materials stockpiles, and other surfaces that can give rise airborne dusts. 5. All earthmoving activities shall cease when sustained winds exceed 15 mph. 6. The operator shall take reasonable precautions to prevent the entry of unauthorized vehicles onto the site during non-work hours. 7. The operator shall keep a daily log of activities to control fugitive dust. 8. For projects greater than one acre or one mile of road not located within a Naturally Occurring Asbestos Area, prior to starting any construction the applicant is required to: 1. Submit a Large Area Grading permit application to the District. 2. Obtain a final determination from the Air Quality Management District as to the need for an Asbestos Dust Mitigation Plan and/or Geologic Survey to comply with CCR sections 93106 and 93105 relating to Naturally Occurring Asbestos. 3. Obtain written verification from the District stating that the project is in compliance with State and Local regulations relating to Naturally Occurring Asbestos. 4. If the project is located within a Naturally Occurring Asbestos Area, additional mitigations shall be required.				
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	AQ-3: Property Development-Prior to starting any construction, the applicant is required to: a. Obtain a Property Development Permit from the District for any open outdoor burning. b. Obtain a Grading Permit, if applicable. c. Confirm whether the project is in a Naturally Occurring Asbestos Area, and follow additional MCAQMD recommendations, if applicable. d. Consider alternate means of disposal other than open burning, such as cutting the majority of the larger material up as firewood, and chipping smaller material, if feasible to mitigate impacts from open outdoor burning. e. Obtain written verification from the MCAQMD stating that the project is in compliance with State and Local regulations.	Developer	Developer	Prior to construction	
Biological Resources					
Construction and ground disturbing activities could result in impacts to sensitive plant species and sensitive woodland tree habitat	BIO-1: Sensitive Trees. If trees are proposed for removal, preconstruction surveys shall be conducted by a qualified biologist to identify Oregon white oak forest and woodland, as well as California bay forest and woodland habitat; removal of sensitive habitat shall be conducted in accordance with California Department of Fish and Wildlife (CDFW) regulations.	Qualified Biologist	Developer	Prior to ground disturbing activities	
Construction and ground disturbing activities could impact Red-belly newt, and other special status amphibians and their habitat	BIO-2: Sensitive Amphibian Species. A qualified biologist shall survey the area prior to any groundbreaking activities to determine the presence of Red-belly newt, or other sensitive amphibian species, and identify additional avoidance measures, if needed. A qualified biologist shall be on-site for any dewatering event to address the potential for the presence of	Qualified Biologist	Developer	Prior to ground disturbing activities	

	sensitive amphibian species such as foothill yellow-legged frog (<i>Rana boylei</i>).				
Construction, vegetation removal, and ground disturbing activities could impact nesting birds and their habitat	BIO-3: Nesting Birds. Pre-construction surveys shall be conducted prior to any vegetation removal or ground disturbing activities occurring between March 1 and August 31 of any year. All active bird nests shall not be removed, relocated, or otherwise disturbed for any purpose until all fledglings have left the nest.	Qualified Biologist	Developer	Prior to vegetation removal or ground disturbing activities between March 1 and August 31	
Construction and ground disturbing activities could impact special-status insects and their habitat	BIO-4: Special-Status Insects. A qualified biologist shall survey the area prior to any groundbreaking activities to determine the presence of special-status insect species and identify additional avoidance measures if needed. If a special-status insect nests are observed, active nests shall not be removed, relocated, or otherwise disturbed until the nest becomes inactive.	Qualified Biologist	Developer	Prior to ground disturbing activities	
Construction and ground disturbing activities could impact special-status mammals and their habitat	BIO-5: Special-Status Mammals. Pre-construction surveys shall be conducted prior to any vegetation removal or ground disturbing activities. If evidence of bat roosts is observed (i.e. bat guano, ammonia odor, grease stained cavities) around trees or structures, pre-construction bat surveys shall be conducted by a qualified biologist for activities that may affect bat roosting habitat and den sites.	Qualified Biologist	Developer	Prior to ground disturbing activities	
Cultural Resources and Tribal Cultural Resources					

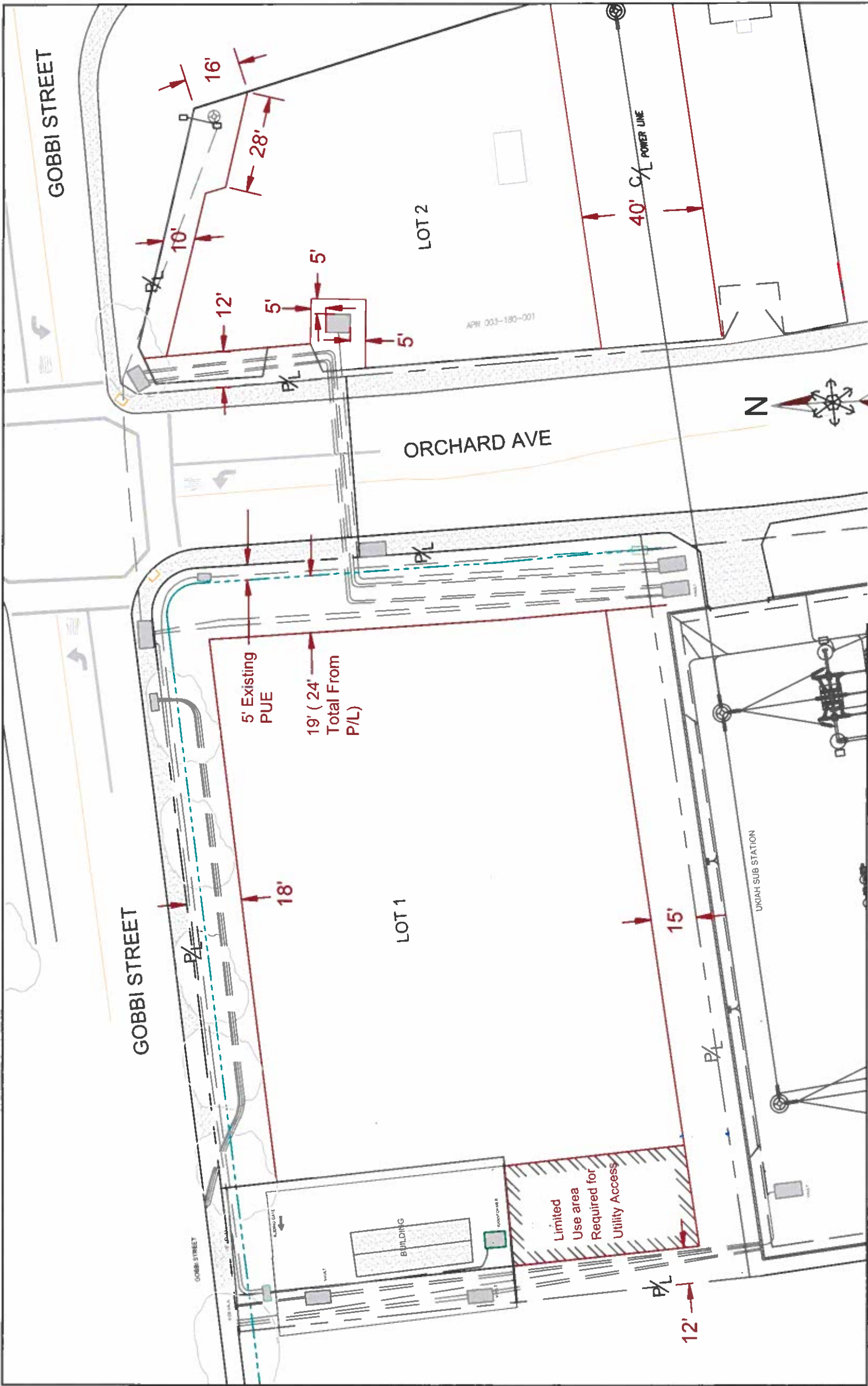
Ground disturbing activities have the potential for accidental discovery of unknown, undiscovered cultural resources and tribal cultural resources	CUL-1: Unanticipated Discovery. If previously unidentified cultural, historic, paleontologic or archeologic resources are encountered during project implementation, altering the materials and their stratigraphic context shall be avoided and work shall halt immediately. A qualified professional archaeologist shall be contacted to evaluate the resource and methods necessary to protect it. Project personnel shall not collect, move, or disturb cultural resources. Prehistoric resources include, but are not limited to, chert or obsidian flakes, projectile points, mortars, pestles, and dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic resources include stone or abode foundations or walls; structures and remains with square nails; and refuse deposits or bottle dumps, often located in old wells or privies.	Qualified archaeologist	Developer	During ground disturbing activities	
Ground disturbing activities have the potential for accidental discovery of unknown Native American remains	CUL-2: Encountering Native American Remains. If human remains are encountered during ground disturbing activities, all work shall stop in the immediate vicinity of the discovered remains and the County Coroner and a qualified archaeologist shall be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American and prehistoric, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and further recommendations regarding treatment of the remains will be provided.	Qualified archaeologist	Developer	During ground disturbing activities	
Geology and Soils					
Ground disturbing activities could result in impacts associated with	Incorporation of Mitigation Measure CUL-1	Qualified archaeologist	Developer	During ground disturbing activities	

erosion, the loss of topsoil and landslides if not properly designed	GEO-1: The Project shall comply with the erosion and design standards outlined in Chapter 7 of the Ukiah City Code. Prior to any ground disturbance, erosion and sediment control plans shall be submitted to the Public Works and Community Development Departments for review and approval. Said plans shall protect against soil erosion and runoff through the implementation of appropriate Best Management Practices (BMPs). Typical BMPs include the placement of straw, mulch, seeding, straw wattles, silt fencing, etc. No silt, sediment or other materials shall be allowed to flow from the project area.	Developer	Developer	Prior to any ground disturbance and throughout construction activities; ongoing as needed to control erosion	
Hazards and Hazardous Materials					
Project construction could result in a hazard to the public or the environment if the incidental use of petroleum hydrocarbons (fuel, oil) in tools used during construction were to lead to accidental leaks or spills in or around the work area	HAZ-1: The developer shall establish and implement construction site management practices that will prevent toxic materials and other debris from entering the City's storm drainage and waterway systems, including: a) There shall be no storage of hazardous materials at the Project Site; b) The developer shall provide adequate materials management, including covering, securing, and segregating potentially toxic materials (grease, oils, fuel, solvents, etc.); and c) The developer shall maintain supplies on-hand to contain spills of oil and any other hazardous materials used on-site.	Developer	Developer	During construction	
Construction of the Project may involve the use of gasoline-powered tools and equipment potentially	HAZ-2: Should portable gasoline-powered equipment be used on site, the following firesafe precautions shall be taken: a) Spark arresters are required on all portable gasoline-powered equipment. b) Equipment shall be maintained in good working condition, with exhaust systems and spark	Developer	Developer	During construction	

introducing new temporary sources of ignition that could increase fire risk.	arresters in proper working order and free of carbon buildup. c) Fuel the equipment in a safe place where spills can be contained and a fire extinguisher is nearby. Use the recommended gas/oil mixture and do not top off. Use a funnel or spout for pouring. Wipe off any spills. d) Do not refuel running or hot equipment. Dispense fuel at least 10 feet from sources of ignition. e) Do not use equipment in areas of dry vegetation. Keep leaves and dry materials away from a hot muffler. f) No smoking or open flame allowed near gasoline-powered equipment.				
Hydrology and Water Quality					
Ground disturbing activities and construction of the project would result in impervious surfaces that could impact water quality	Implementation of Mitigation Measures GEO-1 and HAZ-1	Developer	Developer	Prior to and during construction; ongoing as needed to control erosion	
Noise					
Ground disturbing activities and construction of the project would result in temporary noise impacts	NOI-1: Prior to building permit or grading permit issuance, the developer shall comply with the following: a. Construction contracts shall specify that all construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other state-required noise attenuation devices. b. Construction haul routes shall be designed to avoid or lessen impacts to noise-sensitive uses	Developer	Developer	Prior to issuance of building or grading permits, and during construction	

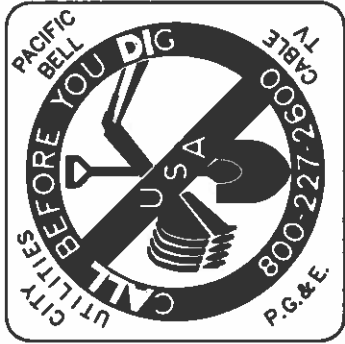
	(e.g., residences, schools, convalescent homes), to the extent feasible. c. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers. d. Per the City's Noise Ordinance, construction shall not take place outside of the hours of 7:00 a.m. to 7:00 p.m.				
Utilities and Service Systems					
City sewer, water and electric utilities would be extended to the area which could result in physical impacts to the environment	Implementation of BIO-1 through BIO-5 , and GEO-1 .	See BIO-1 through BIO-5 and GEO-1	See BIO-1 through BIO-5 and GEO-1	See BIO-1 through BIO-5 and GEO-1	
Wildfire					
Construction of the Project may involve the use of gasoline-powered equipment and machinery, potentially introducing new sources of ignition that could increase fire risk	Implementation of Mitigation Measure HAZ-2	Developer	Developer	During construction	

EXHIBIT Q



LEGEND:

- Property Line
- Easement Line
- Existing PUE
- Existing Under Ground
- No permanent structures
- Electric Vault



City of Ukiah Lots 1 and 2

DATE:	5/05/2021	REV.#:	
DWG BY:	sbozzoli	W/O #:	
APPROVED BY:		PAGE:	1 of 1



AGENDA SUMMARY REPORT

SUBJECT: Notification of Change Order #1 to Ghilotti Construction Company in the Amount of \$640,975.73 for Additional Roadway Excavation, Base and Asphalt for the Dora Overlay Project Specification 21-05, and Approval of Corresponding Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. SGhilottiUk22072212470

Summary: Council will be notified of Change Order #1 work in the amount of \$640,975.73 to Ghilotti Construction Company for construction services related to the Dora Overlay Project, and consider approving budget amendment.

Background: The City Council awarded a construction contract on June 1, 2022, to Ghilotti Construction Company, in the amount of \$609,806.30 for the Dora Overlay Project Specification No. 21-05. The project is already well underway with a number of pedestrian improvements completed and the grinding and excavating of the existing roadway continuing in earnest. The original project called for a 2" asphalt overlay over most of the project area and minor reconstruction to be done for the areas in the poorest condition or as needed.

Discussion: During excavation, an unexpected amount of ground water was found under the roadway resulting in an unsuitable subgrade. The high usage of this section of Dora Street and the discovery of the unstable base due to the high amount of water in the ground led Engineering Staff to alter the depth of the excavation and amount of base rock and compaction in select areas of the construction project. The additional area of reconstruction is now Mill Street to Mendocino Drive; this reconstruction was not part of the original project. The additional areas of reconstruction will lead to a longer lasting and superior end product. The length of the project has not changed. The project limits remain Luce Avenue to Mill Street.

City Staff have worked with the contractor daily on both this project and the neighboring Dora Street Utility Improvement Project and has found their work to be of high quality, efficient and commensurate with the scope of work directed by the City. A cost estimate was supplied for the additional excavation and base needed to address the concerns of the Engineering Staff. The estimate was reviewed by the Engineering Staff. Staff instructed the contractor to immediately continue with the work to keep the construction schedule on time. The schedule for this project is of high importance due to paving having to be completed before the start of the school year and the corresponding increase in pedestrian and vehicle activity in the project area.

Ghilotti's cost for the additional time and materials is \$640,975.73. The funding source for this project will be the Lease Revenue Bonds initially used for this and other street improvement projects. An agreed upon addendum proposal to the contract for this work is included (Attachment 1). The budget amendment, if approved, will increase the project total to \$1,250,782.03 with an additional \$125,078.20 for contingencies.

Recommended Action: Receive Notification of Change Order #1 to Ghilotti Construction Company in the amount of \$640,975.73 for additional roadway excavation, base and asphalt for the Dora Overlay Project, Specification 21-05, and approve corresponding budget amendment for a total revised contract amount of \$1,250,782.03.

BUDGET AMENDMENT REQUIRED: YES

CURRENT BUDGET AMOUNT: 25224220.80230.18342: \$0

PROPOSED BUDGET AMOUNT: 25224220.80230.18342: \$766,053.93

FINANCING SOURCE: Series 2022 Lease Revenue Bonds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2122240

COORDINATED WITH: Tim Eriksen, Director of Public Works and Andrew Stricklin, Associate Engineer

Approved: 
Sage Sangiacomo, City Manager



July 22, 2022

Letter No. 001

City of Ukiah
300 Seminary Ave
Ukiah, CA 95482

Reference: 21-05 Dora St Overlay
GCC Job No. 6029

Subject: CCO #1 Reconstruction of Dora St

As requested, per the plans received on 6/30/22, we hereby provide the following proposal:

Item	Qty	UM	Unit Price	Extension
Roadway Excavation	1964	CY	\$91.20	\$179,116.80
Class 2 AB	1310	CY	\$93.28	\$122,196.80
HMA	1355	TN	\$150.00	\$203,250.00
Potholing	45	EA	\$701.88	\$31,584.60
Lower Iron	12	EA	\$1,143.50	\$13,722.00
Mobilization	1	LS	\$7,500.00	<u>\$7,500.00</u>
Sub-Total				\$557,370.20
GCC Mark-up				<u>\$83,605.53</u>
Total				\$640,975.73

As discussed these items include traffic control and public notification.

If you have any questions, please let me know 707-975-2171.

Thank you,

Brad Barnes
Project Manager



AGENDA SUMMARY REPORT

SUBJECT: Public Hearing and Consideration of 1) Adoption of a Resolution to Adopt an Initial Study and Negative Declaration; and 2) Possible Introduction by Title Only of an Ordinance to Approve a General Plan Amendment and Rezone of 701 South Orchard Avenue.

DEPARTMENT: Community Development

PREPARED BY: Michelle Irace, Planning Manager, Maya Simerson, Project & Grant Administrator

PRESENTER: Michelle Irace, Planning Manager; Craig Schlatter, Community Development Director

ATTACHMENTS:

1. Application Materials & Figures
2. Planning Commission Staff Report dated 071822
3. Draft Initial Study & Negative Declaration
4. Draft Findings
5. Draft Conditions of Approval
6. Draft Resolution to Adopt ISND
7. Draft Ordinance for Rezone and GPA

Summary: City Council will conduct a public hearing and consider adoption of a Resolution to adopt an Initial Study and Negative Declaration for a General Plan Amendment and Rezone of 701 South Orchard Avenue. Council will also consider introduction of an Ordinance to approve the General Plan Amendment and Rezone (Project).

Background: The 0.65-acre Project site is located on the corner of East Gobbi Street and South Orchard Avenue at 701 South Orchard Avenue (APN 003-181-01). The Project site previously housed the City's Electric Substation from the early 1980s to 2012. The new substation, which was completed in 2012, replaced and upgraded the previous substation that existed on the Project site. The site has remained vacant since the decommissioning but was used for storage of materials and equipment by the City's Electric Utility Department.

The Project parcel is part of the Limited Development and Property Exchange Agreement approved by City Council on March 2, 2022, in association with the Ukiah Western Hills Open Land Acquisition and Limited Development Project (approved by City Council on September 15, 2021). Under the Property Exchange Agreement component, the City conveyed three City-owned parcels including the Project site (APNs 003-582-38; 003-181-01; 003-190-08-00/003-500-19-00), to a private property owner (Hull) in exchange for lands owned by Hull within the Western Hills for open space and public purposes. The aforementioned City Council meetings and associated documents for the Western Hills Project may be found online at: <http://www.cityofukiah.com/meetings/>. As of June 13, 2022, Hull maintains ownership of the parcels, including the Project site, and is temporarily using the site for storage of construction materials associated with the Western Hills Project (specifically, road and utility improvements).

The Rezone and General Plan Amendment are proposed and required because the parcel is no longer owned by the City and used for public purposes. Application materials and Project figures can be found in Attachment 1.

At their July 27, 2022 regular meeting, the Planning Commission considered the Initial Study and Negative Declaration (ISND), as well as the General Plan Amendment and Rezone, and unanimously (R. Johnson absent) made a recommendation of approval for these actions to the City Council. The Planning Commission Staff Report, dated July 18, 2022, is included as Attachment 2. For brevity and to reduce redundancy, the attachments to the Planning Commission Staff Report have been omitted but can be found online at <https://ukiahca.civicclerk.com/Web/Player.aspx?id=1417&key=-1&mod=-1&mk=-1&nov=0> which is accessed through the City Council and Planning Commission agenda and minutes webpage at: <http://www.cityofukiah.com/meetings/>.

Discussion: The Ukiah City Code (UCC) places the authority for adoption of the Initial Study and Negative Declaration (ISND), as well as approval of the General Plan Amendment and Rezone with the City Council.

In accordance with the California Environmental Quality Act (CEQA), the City of Ukiah Planning Division prepared a draft ISND for the proposed Project. The ISND (State Clearinghouse No. 2022060474) was circulated for public review from June 21, 2022, through July 25, 2022. The Draft ISND is included as Attachment 3. No written public comments on the ISND were received during the public review period. The ISND found that the Project would result in a less than significant impact to Energy, Hazards and Hazardous Materials, Land Use and Planning, Noise, Population and Housing, Public Services, Transportation, and Wildfire; and no impact to Aesthetics, Agriculture and Forestry, Air Quality, Biological Resources, Cultural/Tribal Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hydrology and Water Quality, Mineral Resources, Recreation, and Utilities and Service Systems.

While the Project would rezone the property from PF to C1, creating the potential for future commercial and residential development opportunities, no development is proposed at this time. Future development could result in impacts to the physical environment depending on location, intensity, and other siting factors. However, the exact intensity, size and timing of future development is unknown. Additionally, future development would be analyzed on a project level basis for consistency with land use policies and development standards, and would require building permits for consistency with building and safety codes. Additional environmental and discretionary review may also be required. Based upon the analysis contained within the Initial Study, the Project would have a less than significant impact, or no impact on all resources discussed therein. As such, a Negative Declaration was prepared for the Project and no mitigation measures are proposed or required.

The Project proposes to rezone the existing parcel, currently zoned as Public Facilities (PF), to Community Commercial (C1). The Project also requires a general plan amendment to change the land use designation from Public (P) to Commercial (C). A rezone is required because typically PF parcels are owned by a public entity and used for public purposes; the parcel is no longer owned by the City, nor is it used for municipal purposes. The Project site is surrounded largely by commercial and residential uses. Other C1 zoned parcels (with Commercial General Plan designations) currently exist immediately west and north of the site. Future development of the site would require adherence to all C1 zoning regulations. In addition, almost all new development would require review by the City's Design Review Board and Planning Commission approval of a Major Site Development Permit. The Project supports General Plan goals and policies related to commercial and economic development, as it would provide an opportunity for commercial (or other) development on-site. As such, the proposed General Plan Amendment and Rezone would be consistent with the City's General Plan and zoning code.

Per UCC §9265(d), the Planning Commission shall hold at least one public hearing on any proposed zoning or General Plan amendment, and formulate a recommendation to the City Council. As previously noted in the Background section above, at their July 27, 2022 regular meeting, the Planning Commission considered the ISND, as well as the General Plan Amendment and Rezone, and recommended City Council approval with a 4-0 vote (one Commissioner was absent) with no modifications to the aforementioned documents or Project suggested. Attachment 4 includes Findings to approve the ISND, General Plan Amendment and Rezone, Attachment 5 includes the Draft Conditions of Approval, Attachment 6 includes the Resolution to adopt the ISND, and Attachment 7 includes the Ordinance to approve the General Plan Amendment and Rezone.

Recommended Action: 1) Conduct a public hearing; and 2) Adopt Resolution adopting the Initial Study and Negative Declaration; and 3) Introduce by Title only the Ordinance to approve the General Plan Amendment and Rezone.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Darcy Vaughn, Assistant City Attorney

Approved: 
Sage Sangiacomo, City Manager



City of Ukiah

Community Development Department
 Planning Division
 300 Seminary Ave., Ukiah CA 95482
 Email: planning@cityofukiah.com
 Web: www.cityofukiah.com
 Phone: (707) 463-6268
 Fax: (707) 463-6204

Planning Permit Application

Application Number: 22-6938
 CID Number:
 Date Received (place CDD stamp below):
 Rec. 3/24/22

PROJECT NAME: <i>Gobbi Parcel Rezone</i>		PROJECT ADDRESS/CROSS STREETS: <i>SE corner Orchard / Gobbi</i>		Assessor Parcel Number(s): <i>003-181-01</i>	
APPLICANT/AUTHORIZED AGENT NAME: <i>Maya Simerson</i>		PHONE NO: <i>707-367-0699</i>		E-MAIL ADDRESS: <i>msimerson@cityofukiah.com</i>	
APPLICANT/AUTHORIZED AGENT ADDRESS: <i>City of Ukiah 300 Seminary Ave</i>				CITY: <i>Ukiah</i>	
STATE/ZIP: <i>95482</i>					
PROPERTY OWNER IF OTHER THAN APPLICANT/AGENT: <i>City of Ukiah</i>		PHONE NO: <i>707-367-0699</i>		FAX NO: <i></i>	
E-MAIL ADDRESS: <i>msimerson@cityofukiah.com</i>					
PROPERTY OWNER ADDRESS IF OTHER THAN APPLICANT				CITY:	
STATE/ZIP:					

☐ AIRPORT LAND USE COMM. DETERMINATION REFERRAL 100.0800.611.003	\$	☐ REZONING - PLANNED DISTRICT 100.0800.611.001	\$	☐ USE PERMIT - AMENDMENT 100.0400.449.001	\$
☐ ANNEXATION 100.0800.611.001	\$	☐ SITE DEVELOPMENT PERMIT - AMENDMENT 100.0400.449.001	\$	☐ USE PERMIT - MAJOR 100.0400.449.001	\$
☐ APPEAL 100.0400.449.001	\$	☐ SITE DEVELOPMENT PERMIT - MAJOR 100.0400.449.001	\$	☐ USE PERMIT - MINOR 100.0400.449.001	\$
☒ GENERAL PLAN AMENDMENT 100.0800.611.001	\$	☐ SITE DEVELOPMENT PERMIT - MINOR 100.0400.449.001	\$	☐ VARIANCE - MAJOR 100.0400.449.001	\$
☐ MURAL PERMIT 100.0400.449.001	\$	☐ SPECIFIC/MASTER PLAN 100.0800.611.003	\$	☐ VARIANCE - MINOR 100.0400.449.001	\$
☐ PRE-DEVELOPMENT MEETING 100.0800.611.003	\$	☐ MINOR SUBDIVISION/TENTATIVE PARCEL MAP (4 OR FEWER LOTS) 100.0800.610.001	\$	☐ ZONING AMENDMENT MAP OR TEXT 100.0800.611.001	\$
☐ STAFF RESEARCH (MORE THAN 1 HOUR) 10023100.411.53	\$	☐ MAJOR SUBDIVISION/TENTATIVE SUBDIVISION MAP (5 OR MORE LOTS) 100.0800.610.001	\$	☒ REZONING 100.0800.611.001	\$
☐ LOT LINE ADJUSTMENT OR MERGER 100.0800.610.001	\$	☐ TELECOMMUNICATIONS ADMINISTRATIVE REVIEW PERMIT(1-15 LOCATIONS)	\$	☐ OTHER	\$

NOTE: OTHER PLANNING PERMIT FEES WILL INCLUDE COUNTY RECORDER FEES AND CALIFORNIA ENVIRONMENTAL QUALITY ACT FILING FEES. TYPICALLY, THESE ARE DUE PRIOR TO HEARING OF THE PROJECT. FOR INITIAL STUDIES AND ENVIRONMENTAL IMPACT REPORTS, FEES WILL BE DUE AT THE TIME OF APPLICATION.

To Be Completed by Staff

General Plan Designation:	Zoning District:	Airport Land Use Designation:
City's Architectural & Historic Inventory: ☐ YES ☐ NO	Age of Building (if proposing demolition):	Flood Designation:
Notes:		

Project Description

Please attach a written project description including summary of work (both interior and exterior for construction and operation) and/or business proposed. The purpose of the project description is to assist Staff in understanding the project. The project description will also be included in the Staff Report required to review (and ultimately approve or deny) the planning permit. Providing complete information will help expedite the project review process and in determining what additional information, if any, related to the project and required environmental review is required.

Environmental Review and Reports

Please be aware that projects are required to comply with the California Environmental Quality Act (CEQA). Projects will be reviewed by Staff for compliance with CEQA and Staff will determine the appropriate CEQA document to prepare for the project (exemption, negative declaration, etc.). In order to make this determination, specific reports (traffic, arborist, soils, etc.) and or additional information may be required.

Use Information (Not applicable to Telecommunication Administrative Review Permits)

Please provide the following information related to the use of the site and building:

Description of Building & Site			
Parcel Size: <u>.80 acres</u>	Building Size: <u>0</u>	Number of Floors: <u>0</u>	
Use of Building (check all that apply)	Description	Square Footage	Number of Units/Suites
☐ Office (business/professional)			
☐ Office (medical/dental)			
☐ Retail			
☐ Light Industrial			
☐ Residential			
☒ Other: <u>all allowed uses under C1 - see attached use summary</u>			
Operating Characteristics			
Days and Hours of Operation: <u>N/A</u>			
Number of Shifts:	Days and Hours of Shifts:		
Number of Employees/Shift:			
Loading Facilities: ☐ Yes ☐ No		Type/Vehicle Size:	
Deliveries: ☐ Yes ☐ No	Type:	Number (day/week/month):	Time(s) of Day:
Outdoor areas associated with use? (check all that apply) ☐ Yes ☐ No	Sales area: ☐ Yes ☐ No Square Footage:	Unloading of deliveries: ☐ Yes ☐ No Square Footage:	Storage: ☐ Yes ☐ No Square Footage:
Noise Generating Use? ☐ Yes ☐ No		Description:	

AUTHORIZED AGENT

I, NIA, owner authorize NIA to act on my behalf for this project and I have read and agree with all of the above. (Application must be signed by owner).

NIA
PROPERTY OWNER SIGNATURE

DATE 3/23/22

I, _____, am the ☐ owner / ☐ authorized agent of the property for which the development is proposed. The above information and attached documents are true and accurate to the best of my knowledge.

I have read and agree with all of the above.

I hereby authorize employees of the City of Ukiah, the City's authorized agents, and persons with review or decision making authority for the project to enter upon the subject property, as necessary, to inspect the premises, post notices, and process this application.

I understand that conditions of approval may be placed on my project by the city of Ukiah and it is my responsibility to fully understand the conditions and ask questions about them before action is taken on my planning permit.

Sage Sangiacomo
☐ OWNER / ☒ AUTHORIZED AGENT

DATE 3/23/22

INDEMNIFICATION AGREEMENT

As part of this application, the applicant agrees to defend, indemnify, and hold harmless the City of Ukiah, its agents, officers, council members, employees, boards, commissions or Council from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void, or annul any approval of the application or related decision, or the adoption or certification of any environmental documents or negative declaration which relates to its approval. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of it or in connection with the approval of the application or related decision, whether or not there is concurrent, passive, or active negligence on the part of the City, its agents, officers, council members, employees, boards, commissions of Council. If for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

The City of Ukiah shall have the right to appear and defend its interests in any action through its City Attorney or outside counsel. The applicant shall not be required to reimburse the City for attorney's fees incurred by the City Attorney of the City's outside counsel if the City chooses to appear and defend itself in the litigation.

I have read and agree to all of the above.

Sage Sangiacomo
☐ PROPERTY OWNER / ☒ AUTHORIZED AGENT
(PLEASE PRINT NAME)

Sage Sangiacomo
☐ PROPERTY OWNER / ☒ AUTHORIZED AGENT
(SIGNATURE)

3/23/22
DATE

Revised 09/03/2019

Escrow No.: 20220035RB
Title Order No.:

EXHIBIT D
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

TRACT ONE:

Parcel 1, as numbered and designated upon the Parcel Map of Minor Subdivision No. 84-6 filed for record July 26, 1984 in Map Case 2, Drawer 42, Page 2, Mendocino County Records.

APN: 003-181-01

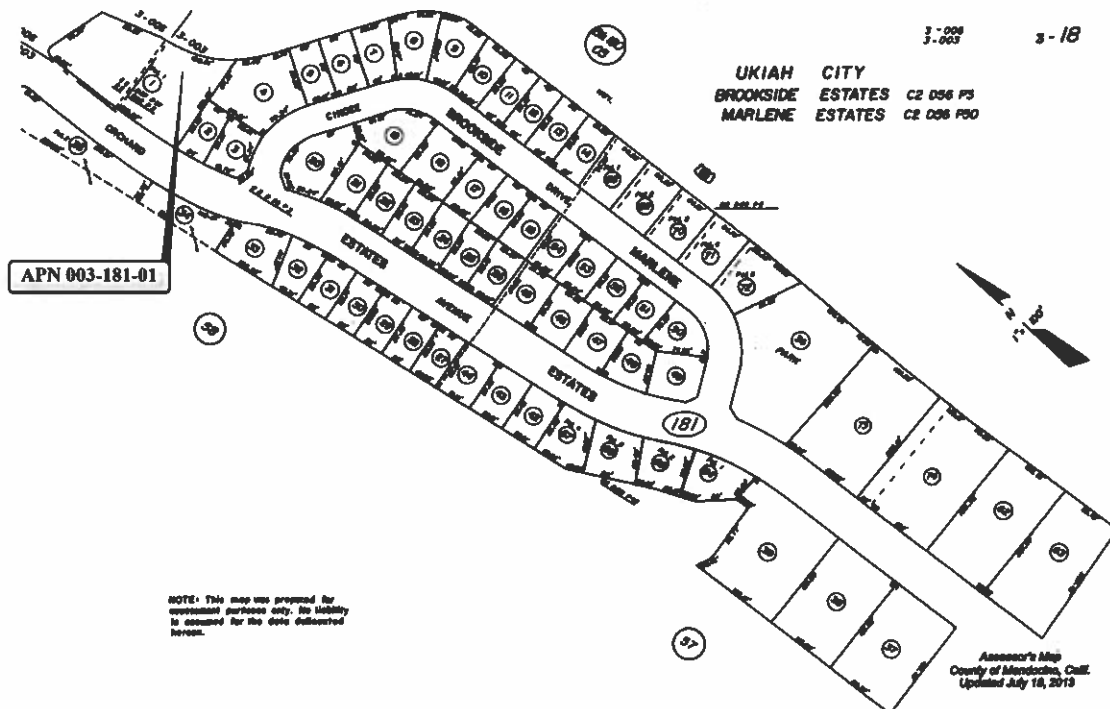
TRACT TWO:

A 5 foot wide public utility easement, as reserved in the Grant Deed executed by City of Ukiah recorded July 16, 1985 in Book 1514, Page 244 of Official Records.

Plat Map

Borrower	N/A				
Property Address	APN 003-181-01 & 003-582-38				
City	Ukiah	County	Mendocino	State	CA
Client	City Of Ukiah			Zip Code	95482

APN 003-181-01



701 South Orchard Avenue Rezone Project Description

Location

The Project is located on a 0.65-acre vacant parcel, previously owned by the City of Ukiah, at the corner of Gobbi Street and Orchard Avenue (APN 003-181-01). No address is currently assigned, but records indicate a historic address of 701 South Orchard Avenue that is in the process of being re-established. The site is generally flat, and contains gravel and hardscape with little interior vegetation. The site is surrounded by an eight-foot fence that was approved as a part of the previous Substation project and vegetation along the fenceline. Land uses in the immediate vicinity include residential and commercial uses. See **Figures 1 through 6** below depicting the existing site, surrounding uses, and zoning designations below.

Background

The Project parcel previously housed the City's Electric Substation from the early 1980s to 2012. In April, 2010, the Ukiah City Council approved a Major Site Development Permit, Use Permit, Rezone, General Plan Amendment, Lot Line Adjustment, and Mitigated Negative Declaration for construction of a new substation southwest of the site (File Nos. 09-03-GPA, 09-04-REZ, 09-05-SDP, 09-06-UP, 09-07-BLA). The new substation, which was completed in 2012, replaced and upgraded the previous substation that existed on the Project site. The old substation was decommissioned and aboveground infrastructure was removed, with the exception of one 115kV transmission pole and one 12kV distribution pole with guying and anchors that remain on-site. Underground infrastructure such as foundations, conduits and cables, and vaults remain in place on the west side of the property. The Project site has remained vacant since the decommissioning but has been used for storage of materials and equipment by the City's Electric Utility Department.

The Project parcel is a part of Limited Development and Property Exchange Agreement that was approved by City Council on March 2, 2022, in association with the Ukiah Western Hills Open Land Acquisition and Limited Development Project (approved by City Council on September 15, 2021). Under the property Exchange Agreement component, the City conveyed three City-owned parcels including the Project site (APNs 003-582-38; 003-181-01; 003-190-08-00/003-500-19-00), to a private property owner (Hull) in exchange for lands owned by Hull within the Western Hills for open space and public purposes. As of April 6, 2022, Hull maintains ownership of the parcels, including the Project site. Project documents for the Western Hills Project can be found online at: <https://ukiahca.civicclerk.com/Web/Mobile/MobileVideo.aspx?id=1271>.

Project Description

The Project proposes to Rezone the existing parcel, currently zoned as Public Facilities (PF), to Community Commercial (C1). As described in Ukiah City Code Section 9080, the purpose of the C1 zoning district is to provide a broad range of commercial land use opportunities along the primary transportation corridors within the City. It is intended to promote and provide flexibility for commercial development, to encourage the establishment of community-wide commercial-serving land uses, and provide opportunities to integrate multiple-family housing and mixed-use projects. Rezoning is required because typically PF parcels are owned by a public entity and used for municipal purposes. The Rezone also requires a General Plan Amendment to change the land use designation from Public (P) to Commercial (C). No development is proposed at this time. Future development of the site would require adhere to all C1 zoning regulations, which may be found online at:

<https://www.codepublishing.com/CA/Ukiah/#!/Ukiah09/Ukiah0902-0700.html#art7>.

Environmental Review

Because the Project requires a General Plan Amendment, the Project does not qualify for an exemption under the California Environmental Quality Act (CEQA). As such, an Initial Study will be prepared for the Project to analyze potential impacts and identify mitigation measures to reduce impacts, if needed.

Figure 1, Aerial Photo of Site with Previous Electric Utility Substation



Figure 2, Aerial Photo of Existing Project Site and Surrounding Uses



Figure 3, Existing Zoning Designations



Figure 4, Existing View of Project Site (Looking East)



Figure 5, Existing View of Project Site from South Orchard Avenue (Looking East)



Figure 6, Existing View of Project Site from East Gobbi Street (looking West)



**AGENDA ITEM NO. 12B**

Department of Community Development
 Planning Division
 300 Seminary Ave.
 Ukiah, CA 95482

DATE: July 18, 2022

TO: Planning Commission

FROM: Michelle Irace, Planning Manager

SUBJECT: Recommendation to the City Council for Approval of an Initial Study & Negative Declaration, General Plan Amendment, and Rezone of 701 South Orchard Avenue (APN 003-181-01). File No.: 22-6938.

SUMMARY

OWNER:	David Hull, D&J Investments, LLC
APPLICANT:	City of Ukiah
LOCATION:	701 South Orchard Avenue (APN 003-181-01)
TOTAL ACREAGE:	±0.65 acres
GENERAL PLAN:	Public (P)
ZONING DISTRICT:	Public Facilities (PF)
AIRPORT COMPATIBILITY:	Zone 6 (Traffic Pattern Zone)
ENVIRONMENTAL DETERMINATION:	As described in the Initial Study & Negative Declaration (ISND), the Project would result in no impact or a less than significant impact to all resources
RECOMMENDATION:	Approve a recommendation to the City Council for adoption of the ISND and approval of the Project (see Draft Findings in Attachment 1 and Draft Conditions of Approval in Attachment 2).

BACKGROUND AND PROJECT DESCRIPTION

Background. The Project site previously housed the City's Electric Substation from the early 1980s to 2012. In April 2010, the Ukiah City Council approved a Major Site Development Permit, Use Permit, Rezone, General Plan Amendment, Lot Line Adjustment, and Mitigated Negative Declaration for construction of a new substation directly southwest of the site (File Nos. 09-03-GPA, 09-04-REZ, 09-05-SDP, 09-06-UP, 09-07-BLA). The new substation, which was completed in 2012, replaced and upgraded the previous substation that existed on the Project site. The

Staff Report
 ISND, General Plan Amendment, and Rezone
 701 Orchard Avenue
 File No.: 22-6938

original substation was decommissioned, and aboveground infrastructure was removed, with the exception of one 400 sf shed, 115 kilovolt (kV) transmission pole and one 12kV distribution pole with guy wires and anchors that remain on-site. Underground infrastructure such as foundations, conduits and cables, and vaults remain in place on the west side of the property. The site has remained vacant since the decommissioning but was used for storage of materials and equipment by the City's Electric Utility Department.

The Project parcel is part of the Limited Development and Property Exchange Agreement approved by City Council on March 2, 2022, in association with the Ukiah Western Hills Open Land Acquisition and Limited Development Project (approved by City Council on September 15, 2021). Under the Property Exchange Agreement component, the City conveyed three City-owned parcels including the Project site (APNs 003-582-38; 003-181-01; 003-190-08-00/003-500-19-00), to a private property owner (Hull) in exchange for lands owned by Hull within the Western Hills for open space and public purposes. As of June 13, 2022, Hull maintains ownership of the parcels, including the Project site. The aforementioned City Council meetings and associated documents for the Western Hills Project may be found online at: <https://cityofukiah.com/meetings/>.

Since acquiring the property, a Determination of Appropriate Use (a "Director's Determination") was requested by Hull to use the site for temporary storage of construction materials associated with the Western Hills Project (specifically, utility and road improvements). The Director's Determination (dated May 5, 2022) allows temporary storage of limited materials and equipment for a period of 18 months (Attachment 3).

Location. The 0.65-acre Project site is located on the corner of East Gobbi Street and South Orchard Avenue at 701 South Orchard Avenue (APN 003-181-01). The site is accessed via two gated driveways along Orchard Avenue. The Project site is surrounded by an eight foot (8') chain link fence. The site is predominantly flat containing gravel and hardscape, with vegetation along the fence line. There is electric service connected to security cameras and the existing shed that was previously used by the City's Electric Utility Department. Water service is also connected to the irrigation system for landscaping along the perimeter of the site.

Project Description. The Project site has a City of Ukiah General Plan (1995) designation of Public (P) and is zoned Public Facilities (PF). The Public land use designation and PF zoning designation are intended to be applied to properties which are used for or are proposed to be used for public or quasi-public purposes or for specified public utility purposes. The Project proposes to rezone the parcel from Public Facilities (PF) to Community Commercial (C1). The Project also requires a general plan amendment to change the land use designation from Public (P) to Commercial (C). No development is proposed at this time. The Rezone and General Plan Amendment are required because the parcel is no longer owned by the City and used for public proposes. The Commercial General Plan designation applies to lands appropriate for a variety of commercial uses where commerce and business may occur; uses are further specified within the corresponding zoning districts.

As described in Ukiah City Code §9080, the purpose of the C1 zoning district is to provide a broad range of commercial land use opportunities along the primary transportation corridors within the City. It is intended to promote and provide flexibility for commercial development, to encourage the establishment of community-wide commercial-serving land uses, and provide opportunities to integrate multiple-family housing and mixed-use projects. Many commercial uses (such as restaurants, general retail, personal improvement establishments, and certain residential uses) are allowed within the C1 district, while others (such as auto repair shops, cannabis related

businesses, community care facilities, bars, and certain residential uses) require approval of a Use Permit. All future development is required to adhere to C1 zoning regulations. See *Staff Analysis* for more information.

Figure 1 provides an aerial image of the Project site, Figure 2 shows the General Plan designations, and Figure 3 shows the zoning designations. Photographs depicting views of the existing site are included in the application materials in Attachment 4.

SURROUNDING LAND USE & ZONING

The Project site is bounded by commercial land uses to the north, U.S. Highway 101 to the east, residential uses to the south, and a vacant lot to the west. The City's Electric Utility Substation is located southwest of the site, across Orchard Avenue. A summary of general plan and zoning designations and land uses directly adjacent to the site is provided below in Table 2.

Table 2, Surrounding Zoning and Land Uses

	GENERAL PLAN:	ZONING:	USE:
NORTH	Commercial (C)	Community Commercial (C1)	Commercial
EAST	N/A	N/A	U.S Highway 101 and County jurisdiction
SOUTH	Medium Density Residential	Planned Development-Residential (Brookside Estates)	Residential
WEST	Commercial	C1	Vacant

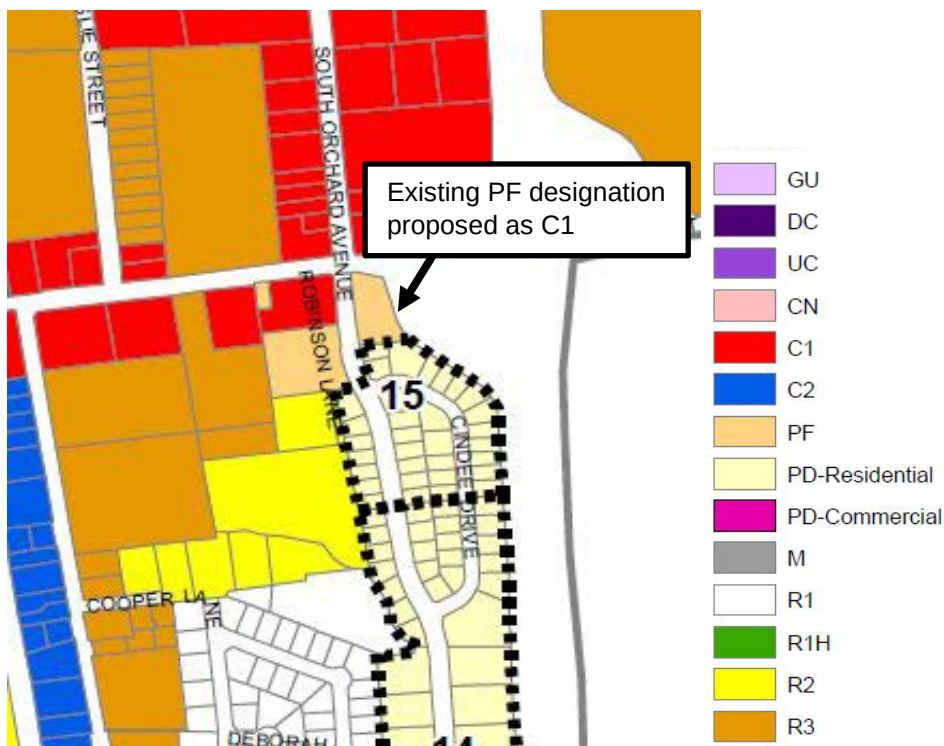
Figure 1, Project Location



2, General Plan Designations



Figure 3, Zoning Designations



AGENCY COMMENTS

The application was referred to departments and agencies with jurisdiction or interest in the Project, including the City of Ukiah Community Development Department- Building Official, City of Ukiah Police Department, City of Ukiah Public Works Department, City of Ukiah Electric Utility Department, Ukiah Valley Fire Authority, Ukiah Municipal Airport, Mendocino County Planning and Building Services Department, Mendocino County Airport Land Use Commission , Mendocino County Environmental Health Department, Mendocino County Surveyor, California Military Branches, and California Department of Transportation. Comments received during agency review are included in Attachment 5 and Draft Conditions of Approval are contained in Attachment 2.

STAFF ANALYSIS

General Plan and Zoning Consistency

The Project proposes to rezone the existing parcel, currently zoned as Public Facilities (PF), to Community Commercial (C1). The Project also requires a general plan amendment to change the land use designation from Public (P) to Commercial (C). A rezone is required because typically PF parcels are owned by a public entity and used for public purposes; the parcel is no longer owned by the City, nor is it used for municipal purposes.

The Project site is surrounded largely by commercial and residential uses. Other C1 zoned parcels (with Commercial General Plan designations) currently exist immediately west and north of the site. Future development of the site would require adherence to all [C1 zoning regulations](#). In addition, almost all new development would require review by the City's Design Review Board and Planning Commission approval of a Major Site Development Permit. The Project supports General Plan goals and policies related to commercial and economic development, as it would provide an opportunity for commercial (or other) development on-site. As such, the proposed General Plan Amendment and Rezone would be consistent with the City's General Plan and zoning code.

Per UCC §9265(d), the Planning Commission shall hold at least one public hearing on any proposed zoning or General Plan amendment, and formulate a recommendation to the City Council. The Planning Commission's recommendation shall be advanced to the City Council for consideration at the next available meeting (tentatively scheduled for August 17, 2022).

Airport Compatibility

The Project parcel is located approximately 0.72 mi southwest of the Ukiah Municipal Airport within Airport Compatibility Zone 6 (Traffic Pattern Zone) of the Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP), which is where aircraft are typically at or below 1,000-foot traffic pattern altitude. According to Table 3A of the UKIALUCP, many uses such as a variety residential and commercial, and retail uses are listed as conditionally compatible, subject to density, height, and use development standards. Although the Project does not include development, because the Project involves a general plan amendment and rezone, the Project requires formal review by the Mendocino County Airport Land Use Commission (ALUC), per UKIALUCP Policy 1.4.5. As such, on June 16, 2022, the Project was reviewed by the ALUC; the ALUC found the Project to be consistent with the UKIALUCP. All future development would have to comply with the UKIALUCP and may require additional review by the ALUC.

ENVIRONMENTAL DOCUMENTATION

In accordance with the California Environmental Quality Act (CEQA), the City of Ukiah Planning Division prepared a draft Initial Study and Negative Declaration (ISND) for the proposed Project. The ISND (State Clearinghouse No. 2022060474) was circulated for public review from June 21, 2022, through July 25, 2022. The Draft ISND is included as Attachment 6. No written public comments on the ISND have been received as of the date of this Staff Report.

The ISND found that the Project would result in a less than significant impact to Energy, Hazards and Hazardous Materials, Land Use and Planning, Noise, Population and Housing, Public Services, Transportation, and Wildfire; and no impact to Aesthetics, Agriculture and Forestry, Air Quality, Biological Resources, Cultural/Tribal Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hydrology and Water Quality, Mineral Resources, Recreation, and Utilities and Service Systems.

While the Project would rezone the property from PF to C1, creating the potential for future commercial and residential development opportunities, no development is proposed at this time. Future development could result in impacts to the physical environment depending on location, intensity, and other siting factors. However, the exact intensity, size and timing of future development is unknown. Additionally, future development would be analyzed on a project level basis for consistency with land use policies and development standards, and would require building permits for consistency with building and safety codes. Additional environmental and discretionary review may also be required.

Based upon the analysis contained within the Initial Study, the Project would have a less than significant impact, or no impact on all resources discussed therein. As such, a Negative Declaration was prepared for the Project and no mitigation measures are proposed or required.

NOTICE

The Notice of Intent to adopt the ISND and conduct a public hearing for the Project was provided in the following manner, in accordance with Ukiah City Code (UCC) §9265 and California Environmental Quality Act (CEQA) Guidelines §15073:

- Provided to property owners within 300 feet of the project parcels, as well as agencies and departments with jurisdiction or interest over the project on June 21, 2022;
- Posted on the City's webpage on June 22, 2022;
- Published in the Ukiah Daily Journal on June 24, 2022;
- Posted on the Project site on June 28, 2022; and
- Posted at the Civic Center (glass case) 72 hours prior to the public hearing.

RECOMMENDATION

The Ukiah City Code places the authority for adoption of the Initial Study and Negative Declaration, as well as approval of the General Plan Amendment and Rezone (Project) with the City Council. The Planning Commission has the authority to consider the aforementioned and make recommendations to the City Council. Findings to adopt the ISND and approve the General Plan Amendment and Rezone are included in Attachment 1.

As such, Staff recommends Planning Commission:

- 1) Conduct a public hearing;
- 2) Approve a recommendation to the City Council to adopt the Initial Study and Negative Declaration; and
- 3) Approve a recommendation to the City Council to approve the General Plan Amendment and Rezone.

ATTACHMENTS

1. Draft Findings
2. Draft Conditions of Approval
3. Director's Determination, dated May 5, 2022
4. Application Materials
5. Agency Comments
6. Draft Initial Study and Negative Declaration, dated June 21, 2022

CALIFORNIA ENVIRONMENTAL QUALITY ACT

INITIAL STUDY AND NEGATIVE DECLARATION GENERAL PLAN AMENDMENT AND REZONE OF 701 SOUTH ORCHARD AVENUE



June 21, 2022
SCH No: XXXXXX

Prepared by:

City of Ukiah
Community Development Department
Planning Division
300 Seminary Avenue, Ukiah, CA 95482

Table of Contents

I. PROJECT INFORMATION	3
II. PROJECT DESCRIPTION	4
1. <i>Project Location</i>	4
2. <i>Environmental Setting and Background</i>	4
3. <i>Project Components</i>	5
III. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED	10
IV. DETERMINATION	11
V. EVALUATION OF ENVIRONMENTAL IMPACTS	12
1. <i>Aesthetics</i>	12
2. <i>Agriculture and Forestry Resources</i>	14
3. <i>Air Quality</i>	15
4. <i>Biological Resources</i>	17
5. <i>Cultural Resources</i>	18
6. <i>Energy</i>	20
7. <i>Geology and Soils</i>	22
8. <i>Greenhouse Gas Emissions</i>	23
9. <i>Hazards and Hazardous Materials</i>	25
10. <i>Hydrology and Water Quality</i>	28
11. <i>Land Use and Planning</i>	29
12. <i>Mineral Resources</i>	31
13. <i>Noise</i>	32
14. <i>Population and Housing</i>	33
15. <i>Public Services</i>	34
16. <i>Recreation</i>	35
17. <i>Transportation</i>	36
18. <i>Tribal Cultural Resources</i>	38
19. <i>Utilities and Service Systems</i>	39
20. <i>Wildfire</i>	41
21. <i>Mandatory Findings of Significance</i>	42
VI. REFERENCES	44

I. PROJECT INFORMATION

Project Title: General Plan Amendment and Rezone of 701 South Orchard Avenue
Lead Agency Address and Phone Number: City of Ukiah, Community Development Department 300 Seminary Avenue Ukiah, California 95482 (707) 463-6200
CEQA Contact Person and Phone Number: Michelle Irace, Planning Manager City of Ukiah, Community Development Department (707) 463-6203 mirace@cityofukiah.com
Applicant: Maya Simerson, Project Administrator, City Manager's Office, City of Ukiah
Property Owner: Dave Hull
Project Location: 701 South Orchard Avenue (APN 003-181-01)
Existing General Plan Designation: Public Existing Zoning District: Public Facilities (PF)
Proposed General Plan Designation: Commercial (C) Proposed Zoning District: Community Commercial (C1)

II. PROJECT DESCRIPTION

1. Project Location

The 0.65-acre Project site is located on the corner of East Gobbi Street and South Orchard Avenue at 701 South Orchard Avenue (APN 003-181-01). The site is accessed via two gated driveways along Orchard Avenue. Land uses in the immediate vicinity include residential and commercial uses. Additionally, the City's Electric Utility Substation is located southwest of the site, across Orchard Avenue. Figure 1 provides a location map of the site, Figure 2 provides an aerial image of the Project site, Figures 3 and 4 show the existing General Plan and zoning designations, and Figures 5 through 8 depict existing views of the site.

2. Environmental Setting and Background

The Ukiah Valley is approximately nine miles long, running north to south, comprising more than 40,000 acres along U.S. Route 101. The Russian River follows the valley, winding through agricultural lands just outside of Ukiah to the east. The valley is approximately 630 feet in elevation, with the hills of the Mendocino and Mayacamas ranges that flank the valley reaching up to 3,000 feet in elevation.

The City of Ukiah is located approximately 155 miles south of Eureka, 110 miles north of San Francisco, and is situated along US 101 in southeastern Mendocino County. US 101 freeway traverses the City of Ukiah in a north/south direction. State Route (SR) 222, also known as Talmage Road, is a short east/west state highway that intersects US 101 in the southern portion of the City of Ukiah. US 101 connects Ukiah to Santa Rosa and San Francisco, providing major regional access to the City. SR 253, located at the south end of Ukiah, begins at US 101 and travels in an east/west direction connecting Ukiah with SR 1 along the coast. The City of Ukiah spans more than 3,000 acres (4.7 square miles), and is regionally significant, serving as the seat of Mendocino County.

The Project site previously housed the City's Electric Substation from the early 1980s to 2012. In April 2010, the Ukiah City Council approved a Major Site Development Permit, Use Permit, Rezone, General Plan Amendment, Lot Line Adjustment, and Mitigated Negative Declaration for construction of a new substation directly southwest of the site (File Nos. 09-03-GPA, 09-04-REZ, 09-05-SDP, 09-06-UP, 09-07-BLA). The new substation, which was completed in 2012, replaced and upgraded the previous substation that existed on the Project site. The original substation was decommissioned, and aboveground infrastructure was removed, with the exception of one 400 sf shed, 115 kilovolt (kV) transmission pole and one 12kV distribution pole with guy wires and anchors that remain on-site. Underground infrastructure such as foundations, conduits and cables, and vaults remain in place on the west side of the property. The site has remained vacant since the decommissioning but has been used for storage of materials and equipment by the City's Electric Utility Department. The Project site is surrounded by an eight foot (8') chain link fence. The site is predominantly flat containing gravel and hardscape, with vegetation along the fence line. There is electric service connected to security cameras and the existing shed that was previously used by the City's Electric Utility Department. Water service is also connected to the irrigation system for landscaping along the perimeter of the site.

The Project parcel is part of the Limited Development and Property Exchange Agreement approved by City Council on March 2, 2022, in association with the Ukiah Western Hills Open Land Acquisition and Limited Development Project (approved by City Council on September 15, 2021).¹ Under the

¹ The September 15, 2021, and March 2, 2022 City Council meetings and associated documents for the Western Hills Project may be found online at: <https://cityofukiah.com/meetings/>

Property Exchange Agreement component, the City conveyed three City-owned parcels including the Project site (APNs 003-582-38; 003-181-01; 003-190-08-00/003-500-19-00), to a private property owner (Hull) in exchange for lands owned by Hull within the Western Hills for open space and public purposes. As of June 13, 2022, Hull maintains ownership of the parcels, including the Project site. The site remains vacant but is being used for temporary of construction materials associated with the Western Hills Project.

3. Project Components

The Project site has a City of Ukiah General Plan (1995) designation of Public (P) and is zoned Public Facilities (PF). The Public land use designation and PF zoning designation are intended to be applied to properties which are used for or are proposed to be used for public or quasi-public purposes or for specified public utility purposes. The Project proposes to rezone the existing parcel, currently zoned as Public Facilities (PF), to Community Commercial (C1). The Project also requires a general plan amendment to change the land use designation from Public (P) to Commercial (C). A rezone is required because typically PF parcels are owned by a public entity and used for public purposes.

The Commercial General Plan designation applies to lands appropriate for a variety of commercial uses where commerce and business may occur; uses are further specified within the corresponding zoning districts. As described in Ukiah City Code Section 9080, the purpose of the C1 zoning district is “to provide a broad range of commercial land use opportunities along the primary transportation corridors within the City. It is intended to promote and provide flexibility for commercial development, to encourage the establishment of community-wide commercial-serving land uses, and provide opportunities to integrate multiple-family housing and mixed-use projects.” Many commercial uses (such as restaurants, general retail, personal improvement establishments, and certain residential uses) are allowed within the C1 district, while others (such as auto repair shops, cannabis related businesses, community care facilities, bars, and certain residential uses) require approval of a Use Permit. The current private property owner plans to develop the property for commercial uses in the future, but does not have a proposed plan at this time. Future development of the site would require adherence to all C1 zoning regulations, which may be found online at: <https://www.codepublishing.com/CA/Ukiah/#!/Ukiah09/Ukiah0902-0700.html#art7>. In addition, almost all new development would require review by the City’s Design Review Board and Planning Commission approval of a Major Site Development Permit. See Section V.11, *Land Use and Planning* of this Initial Study, for more information.

The application was referred to departments and agencies with jurisdiction or interest in the Project, including the City of Ukiah Community Development Department- Building Official, City of Ukiah Police Department, City of Ukiah Public Works Department, City of Ukiah Electric Utility Department, Ukiah Valley Fire Authority, Ukiah Municipal Airport, Mendocino County Planning and Building Services Department, Mendocino County Environmental Health Department, Mendocino County Surveyor, California Military Branches, and California Department of Transportation. No substantive comments requiring revisions to the Project Description or Conditions of Approval were received through this review.

Figure 1, Project Location Map

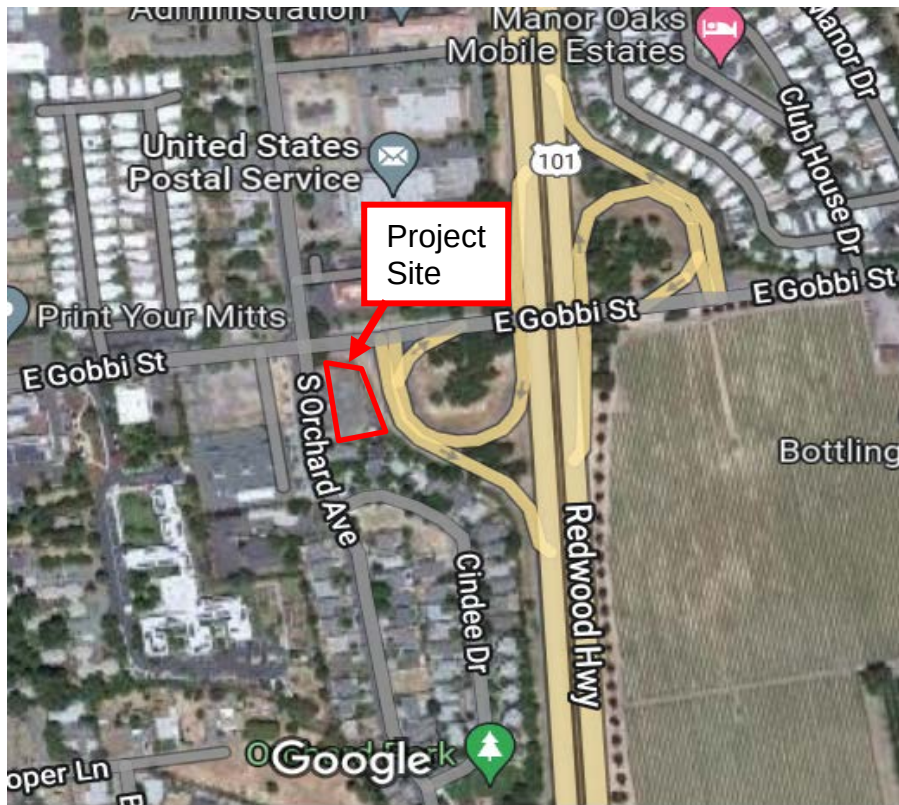


Figure 2, Aerial of Project Site



Figure 3, General Plan Designation Map

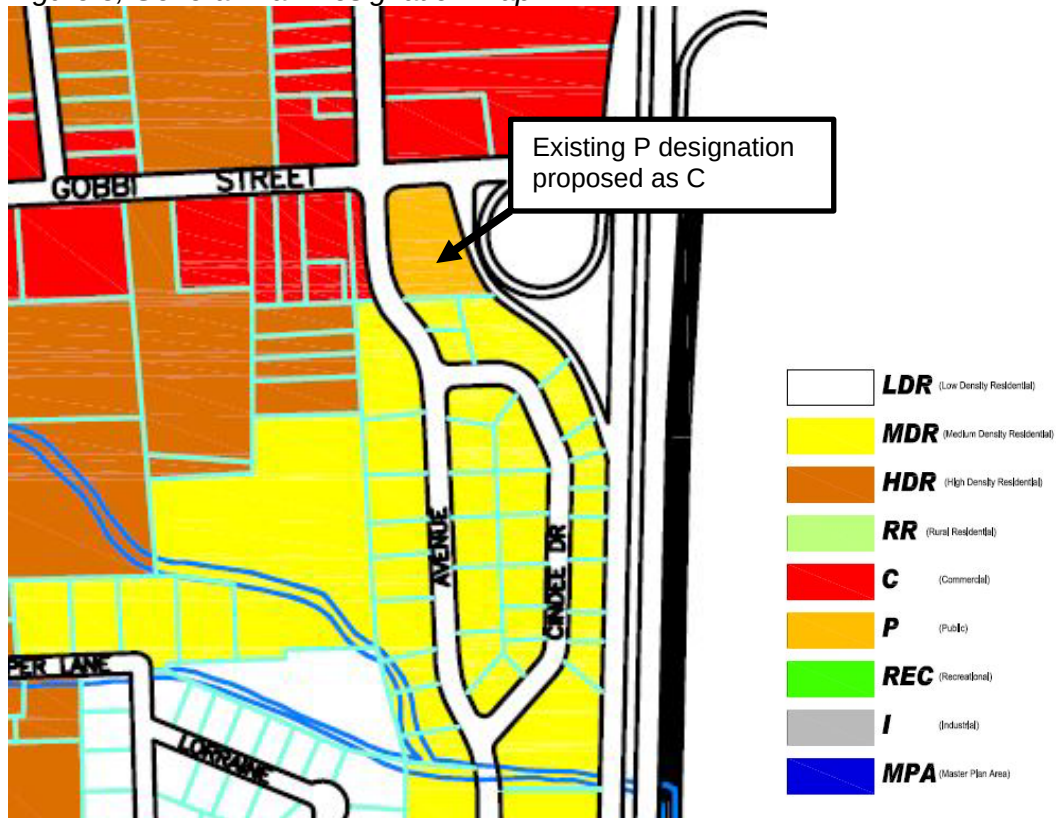


Figure 4, Zoning Designation Map

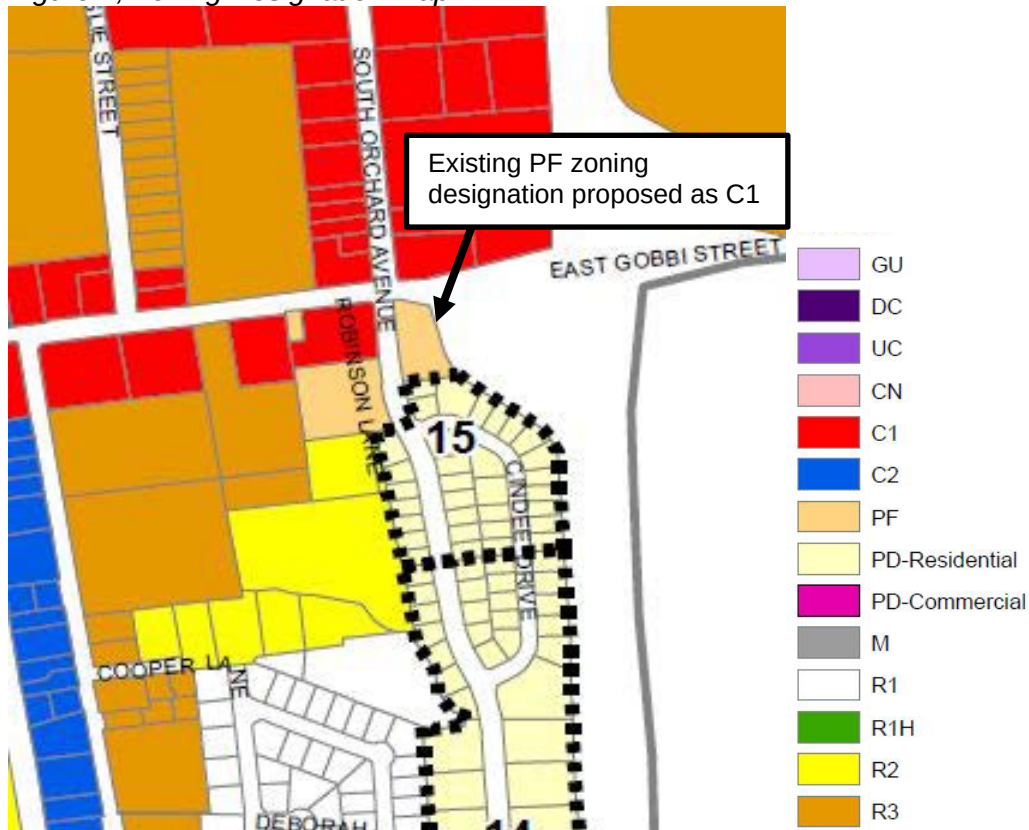


Figure 5, Existing View of Project Site from Inside the Fence Looking East



Figure 6, Existing View of Project Site from South Orchard Avenue Looking East



Figure 7, Existing View of Project Site from East Gobbi Street Looking East



Figure 8, Existing View of Project Site from East Gobbi Street Looking West



III. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

Purpose of the Initial Environmental Study: This Initial Study has been prepared consistent with CEQA Guidelines Section 15063, to determine if the Project, as proposed, would have a significant impact upon the environment. The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" requiring mitigation measures, as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| ☐ Aesthetics | ☐ Agriculture & Forestry | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Energy |
| ☐ Geology / Soils | ☐ Greenhouse Gas Emissions | ☐ Hazards & Hazardous Materials |
| ☐ Hydrology/Water Quality | ☐ Land Use / Planning | ☐ Mineral Resources |
| ☐ Noise | ☐ Population / Housing | ☐ Public Services |
| ☐ Recreation | ☐ Transportation | ☐ Tribal Cultural Resources |
| ☐ Utilities/Service Systems | ☐ Wildfire | ☐ Mandatory Findings of Significance |

Summary of Findings: As discussed throughout the Initial Study, the Project proposes to rezone the existing parcel, currently zoned as public facilities (PF), to community commercial (C1). The Project also requires a general plan amendment to change the land use designation from Public (P) to Commercial (C). A rezone is required because the site is no longer under City ownership or used for public purposes. While the Project would rezone the property from PF to C1, creating the potential for future commercial and residential development opportunities, no development is proposed at this time. Future development could result in impacts to the physical environment depending on location, intensity, and other siting factors. However, the exact intensity, size and timing of future development is unknown. Additionally, future development would be analyzed on a project level basis for consistency with land use policies and development standards, and would require building permits for consistency with building and safety codes. Additional environmental and discretionary review may also be required.

Based upon the analysis contained within this Initial Study, the Project would have a less than significant impact, or no impact on all resources discussed herein. As such, a Negative Declaration will be prepared for the Project.

IV. DETERMINATION

On the basis of the initial evaluation that follows:

 X I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

 I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures and project revisions have been identified that would reduce all impacts to a less than significant level. A MITIGATED NEGATIVE DECLARATION will be prepared.

 I find that the proposed Project MAY have a significant effect on the environment. An ENVIRONMENTAL IMPACT REPORT is required.

 I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

 I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.



Signature

6-21-22

Date

Craig Schlatter, Director
Community Development Department
City of Ukiah
cschlatter@cityofukiah.com

V. EVALUATION OF ENVIRONMENTAL IMPACTS

The purpose of this Initial Study/Mitigated Negative Declaration (ISMND) is to provide an analysis of the potential environmental consequences as a result of the proposed Project. The environmental evaluation relied on the following categories of impacts, noted as column headings in the IS checklist, in accordance with CEQA Guidelines Appendix G.

“Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.

Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.”

“Less Than Significant Impact” applies where the Project would not result in a significant effect (i.e., the Project impact would be less than significant without the need to incorporate mitigation).

“No Impact” applies where the Project would not result in any impact in the category or the category does not apply. This may be because the impact category does not apply to the proposed Project (for instance, the Project Site is not within a surface fault rupture hazard zone), or because of other project-specific factors.

1. Aesthetics

AESTHETICS. Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

Significance Criteria: Aesthetic impacts would be significant if the Project resulted in the obstruction of any scenic vista open to the public, damage to significant scenic resources within a designated

State scenic highway, substantial degradation to the existing visual character or quality of the site and its surroundings from public views, or generate new sources of light or glare that would adversely affect day or nighttime views in the area, including that which would directly illuminate or reflect upon adjacent property or could be directly seen by motorists or persons residing, working or otherwise situated within sight of the Project.

Environmental Setting: Views of expansive hillsides, mostly within the County's jurisdiction, surround the City. Some hillsides are densely forested with evergreen trees, while others are relatively open in comparison, dominated by mature oak trees set amid scrub and grasslands. Specific to resources within the City limits, one of the most notable scenic resources are the Western Hills, rising above the valley floor on the west side of Ukiah. Views on the Valley floor within the City of Ukiah include those typical of existing residential and commercial development and the majority of the land within the City limits is previously developed. In addition, some views of agricultural land uses within the City limits, or immediately outside of City limits, are available.

Generally speaking, scenic vistas are typically described as areas of natural beauty with features such as topography, watercourses, rock outcrops, and natural vegetation that contribute to the landscape's quality. Noted throughout the City of Ukiah's 1995 General Plan are views of hillsides, open space areas and agricultural areas as scenic resources within the Ukiah Valley. Water in the form of creeks, streams, and rivers is often a prominent feature in the scenic landscape as well. The General Plan generally identifies U.S. Highway 101 through the entire Ukiah Valley as a local scenic corridor but does not identify location-specific scenic resources within the City limits. According to the California Department of Transportation's (Caltrans) State Scenic Highway System Map, there are no designated state scenic highways within the vicinity of the Project. In addition, there are no highways identified as eligible for state designation. From the Project site, partial views Western Hills are available in the background to the west, while commercial and residential development along Gobbi and Orchard Streets is visible in the foreground. Example views are shown in Figures 5 through 8.

Discussion: (a-d) No impact. As noted in the Project Description and shown in Figures 1 through 8, the Project site is in an urbanized area, surrounded by commercial and residential development. The site is vacant, with the exception of temporary construction materials that are being stored, a 400-sf shed, remnant concrete pilings and electric utility transmission poles. The site is hardscaped with little vegetation and is surrounded by an eight-foot fence. The Project proposes a rezone and general plan amendment of the parcel, but does not propose development or site improvements. As such, the Project would have no impact on visual resources, including the existing character of the site or surroundings, and existing light and glare. Potential future development would be reviewed on a project-level basis for impacts to visual resources. As such, the Project would have No impact on visual resources.

Mitigation Measures: None

2. Agriculture and Forestry Resources

AGRICULTURE AND FORESTRY RESOURCES. Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Significance Criteria: The Proposed Project would have a potentially significant impact on agricultural resources if it would convert prime farmland to a non-agricultural use, conflict with a Williamson Act contract, or disrupt a viable and locally important agricultural use. The Project would have a potentially significant impact on forestry resources if it would result in the loss, rezoning or conversion of forestland to a non-forest use.

Environmental Setting: Early agricultural efforts in the Ukiah Valley included the raising of livestock, and the growing of various grains, hay, alfalfa, and hops. When the Northwestern Pacific Railroad was completed in 1889; prunes, potatoes, pears, and hops could be grown and sent to San Francisco and other regional markets. Wine grapes were planted, and irrigation was practiced on a small scale. Through the 1950s, hops, pears, prunes and grapes were the most widely planted crops in the Ukiah Valley. After the railroad was completed, lumber mills sprang up in the Ukiah Valley and became the major industry in Mendocino County as trains took redwood logs and processed boards south to the San Francisco region. Today, much of the active agricultural land is located on the Valley floor and lower elevations along the Russian River system. Only a limited percentage of the Valley's agricultural lands are currently protected under Williamson Act Agricultural Preserve contracts. According to the County of Mendocino's Public GIS system, there are no Williamson Act contracts within the Project site or immediate vicinity.

There are no zoning districts within the City limits for Agriculture or Timber Preserve. While there is an overlay for agriculture in the Zoning Ordinance, it is not applied to any parcel within the City limits. There are a small number of City parcels that have current agricultural uses such as existing vineyards. However, these are ongoing non-conforming uses within non-agricultural zoning districts. According to the California Department of Conservation Farmland Mapping & Monitoring Program, California Important Farmland Finder, the majority of lands within the City of Ukiah are identified as "Urban Built-Up Land".

Discussion: (a-e) No Impact. According to the California Department of Conservation Farmland Mapping & Monitoring Program, California Important Farmland Finder, the Project site is designated as "Urban Built-Up Land" and does not contain Unique Farmland, or Farmland of Statewide Importance. As such, the Project would not convert Farmland, conflict with existing zoning for agriculture or forest land, and would not involve changes to the environment that would result in the conversion of agricultural resources to non-agriculture uses. No impact would occur.

Mitigation Measures: None

3. Air Quality

AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations.				
Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☐	☒
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☒

Significance Criteria: The Proposed Project would have a significant impact to air quality if it would conflict with an air quality plan, result in a cumulatively considerable net increase of criteria pollutant which the Mendocino County Air Quality Management District (MCAQMD) has designated as non-attainment, expose sensitive receptors to substantial concentrations of air pollutants, or result in emissions that create objectionable odors or otherwise adversely affect a substantial number of people.

Environmental Setting: The Project is located within the North Coast Air Basin (NCAB), which includes Del Norte, Humboldt, Trinity, Mendocino, and northern Sonoma Counties, and is under the jurisdiction of the Mendocino County Air Quality Management District (MCAQMD). The area's climate is considered Mediterranean, with warm, dry summers and cooler, wet winters. Summer high temperatures average in the 90s with high temperatures on very warm days exceeding 105 degrees. Summer low temperatures range between 50-60 degrees. Winter high temperatures generally range in the 50s and 60s. The average annual temperature is 58 degrees. Winter cold-air inversions are common in the Valley from November to February.

Prevailing winds are generally from the north. Prevailing strong summer winds come from the northwest; however, winds can come from the south and east under certain short-lived conditions. In early autumn, strong, dry offshore winds may occur for several days in a row, which may cause air pollution created in the Sacramento Valley, Santa Rosa Plain, or even San Francisco Bay Area to move into the Ukiah Valley.

The MCAQMD, which includes the City of Ukiah and surrounding areas, is designated as non-attainment for the State Standard for airborne particulate matter less than 10 microns in size (PM¹⁰). Particulate matter (PM) has significant documented health effects. The California Clean Air Act requires that any district that does not meet the PM¹⁰ standard make continuing progress to attain the standard at the earliest practicable date. The primary sources of PM¹⁰ are wood combustion emissions, fugitive dust from construction projects, automobile emissions and industry. Non-attainment of PM¹⁰ is most likely to occur during inversions in the winter. Regulation 1 of the MCAQMD contains regulations (known as "Rules") to regulate particulate matter; these Rules prohibit activities that would result in the injury, detriment, or annoyance of a considerable number of people, or which endanger the health and safety of the public.

The MCAQMD also provides the following significance thresholds for construction emissions:

1. 54 pounds per day of ROG (reactive organic gas)
2. 54 pounds per day of NO_x (oxides of nitrogen as nitrogen dioxide)
3. 82 pounds per day of PM¹⁰ (particulate matter less than 10 microns in size)
4. 54 pounds per day of PM^{2.5} (airborne particulate matter with a diameter of 2.5 microns or less)
5. Best Management Practices for Fugitive Dust – PM¹⁰ and PM^{2.5}

Discussion: (a-d) No impact. Typically, short-term construction related air quality impacts result from large projects requiring a significant amount of grading, demolition, or new construction that results in increased emission sand dust. Additionally, projects that require a large amount of vehicle trips and use of diesel equipment over an extended period (months) of time can result in air quality impacts. Long-term air quality impacts are typically from land uses that produce a significant amount of emissions, or sources of dust or other airborne irritants.

As described in the Project Description, no development is proposed. All future development would comply with MCAQMD regulations. As such, the Project would have no impact on air quality.

4. Biological Resources

BIOLOGICAL RESOURCES. Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Significance Criteria: Project impacts upon biological resources would be significant if any of the following resulted: substantial direct or indirect effect on any species identified as a candidate, sensitive, or special status species in local/regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS) or any species protected under provisions of the Migratory Bird treaty Act (e.g. burrowing owls); substantial effect upon riparian habitat or other sensitive natural communities identified in local/regional plans, policies, or regulations or by the agencies listed above; substantial effect (e.g., fill, removal, hydrologic interruption) upon state or federally protected wetlands; substantially interfere with movement of native resident or migratory wildlife species or with established native resident or migratory wildlife corridors; conflict with any local policies/ordinances that protect biological resources or conflict with a habitat conservation plan.

Environmental Setting: As noted in the Project Description, the Project site is previously disturbed and located within an urban area surrounded by existing development. The site is predominantly flat containing gravel and hardscape, with vegetation along the fence line. Databases queried for the presence of biological resources included the California Department of Fish and Wildlife California Natural Diversity Database (CNDDDB) and the U.S Fish and Wildlife Service's (USFWS) Critical Habitat Mapper; these databases showed no biological resources including sensitive species, critical habitat, riparian habitat, sensitive natural communities, wildlife habitat corridors, water resources, or wetlands on the site, nor in the immediate vicinity.

Discussion: (a-f) No impact. As noted above, the site is previously disturbed and does not contain sensitive biological resources or habitat. Additionally, because the site is fully fenced in an urban area, there are no wildlife corridors going through the site and the Project would not impede the movement of wildlife. Lastly, there are no adopted Habitat Conservation Plans for the City of Ukiah, nor the larger Ukiah Valley that are applicable to the Project. As such, no impact to the biological resources would occur.

Mitigation Measures: None.

5. Cultural Resources

CULTURAL RESOURCES. Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☐	☒

Significance Criteria: The proposed Project would significantly impact cultural resources if the significance of a historical or archaeological resource were substantially changed, or if human remains were disturbed. Historical resources under CEQA include historic-era architectural resources within the built environment such buildings, structures, and other objects. Archaeological and unique archeological resources can also be considered historical resources, according to CEQA Section 15064.5 and Section 21083.2(g).

Section 15064.5 states the term "historical resources" includes a resource listed or determined to be eligible for listing in the state or federal registers, in addition to a resource listed in the local register, or otherwise deemed to be historically significant by the lead agency by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the California Register of Historical Resources (Pub. Res. Code § 5024.1, Title 14 CCR, Section 4852) including the following:

- a. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
- b. Is associated with the lives of persons important in our past;
- c. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
- d. Has yielded, or may be likely to yield, information important in prehistory or history.

Additionally, Section 21083.2(g) identifies a unique archeological resource as an archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:

- 1) Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information.
- 2) Has a special and particular quality such as being the oldest of its type or the best available example of its type.
- 3) Is directly associated with a scientifically recognized important prehistoric or historic event or person.

In 2005, Senate Bill 18 (SB 18) established responsibilities for local governments to contact, provide notice to, refer plans to, and consult with California Native Tribes. The provisions of SB 18 apply only to city and county governments and not to other public agencies. Prior to the adoption or any amendment of a general plan or specific plan, a local government must notify the appropriate tribes (on the contact list maintained by the Native American Heritage Commission) of the opportunity to conduct consultations for the purpose of preserving, or mitigating impacts to, cultural places located on land within the local government's jurisdiction that is affected by the proposed plan adoption or amendment. Tribes have 90 days from the date on which they receive notification to request consultation, unless a shorter timeframe has been agreed to by the tribe (Government Code §65352.3).

Environmental Setting: The Ukiah Township lies in a valley of the Russian River, bounded on the north by Calpella Township, on the east by Lake County, on the south by Sanel Township, and on the west by Anderson Township. The City of Ukiah was first settled in 1856 by Samuel Lowry. Initially incorporated into Sonoma County, an independent Mendocino County government was established in 1859 with Ukiah as the chosen county seat. Logging, cattle, and agricultural ventures contributed to the early settlement and growth of Ukiah throughout the remainder of the 19th century and early 20th century. 1889 is the date recorded for the first arrival of the train to Ukiah, quickly resulting in increased settlement of the City and its environs. The City of Ukiah is within the territory of the Northern Pomo. Permanent villages were often established in areas with access to staple foods, often times along eco-tones (transitions between varying environments), with access to good water, and generally flat land.

The late 19th century saw slow growth in the community, with a slight decline after the turn of the century. The town grew steadily, though it remained a relatively remote outpost in the hinterlands of Northern California for several more decades. The area around the intersection of the current Perkins and Main streets was one of the earliest settlement locations for the town. Absalom Tidwell Perkins built a house for his family near the southwest corner of the current Perkins and Main streets, and built a feed stable on the Project site around 1857. By 1860, Ukiah had approximately 25 dwellings and a budding commercial district. Ukiah's sparse population and relative remoteness delayed the arrival of the railroad. In 1886 the Cloverdale and Ukiah Railroad was formed to extend north to Ukiah; and the line was completed in 1889, 20 years after it began in Petaluma in 1869. The improved transportation network did open up Mendocino County to greater commercial and industrial growth, though the population did not expand rapidly.

Discussion: (a-c) No impact. The Project parcel has historically been used for municipal (public) purposes and is previously disturbed. The Project site has remained vacant since the previous substation was decommissioned in 2012, but has been used for storage of materials and equipment by the City's Electric Utility Department. It is mostly flat with gravel and hardscape. The site is currently being used for temporary of construction materials associated with the Western Hills Project. Because the site is previously disturbed and there is no development proposed, the Project would not result in an impact to cultural resources.

Regardless, because the Project involves a general plan amendment a notification proving the opportunity for consultation in accordance with SB18 was sent to tribes within Mendocino County (as maintained by the Native American Heritage Commission), but no response requesting formal consultation was received. Based on the aforementioned, the Project would have no impact on cultural resources.

6. Energy

ENERGY. Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Significance Criteria: The Proposed Project would significantly impact energy if construction or operation of the Project would result in wasteful, inefficient or unnecessary consumption of energy resources or if the Project would conflict with a state or local plan for renewable energy or energy efficiency.

Environmental Setting: Recent legislature has urged the State of California to conserve energy resources and provide renewable and zero-carbon energy resources in place of fossil fuels for generating electricity in the state. Specific to construction projects, the California Air Resources Board (CARB) and the Environmental Protection Agency (EPA) contain standards to regulate energy consumption through Green Building Standards to ensure construction and operation does not result in wasteful, inefficient or unnecessary consumption of energy resources. In addition, current building codes require energy efficiency systems to be included in their plans for permit review. These building codes are regularly updated statewide through California Building Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations, Title 24, Part 6), commonly referred to as "Title 24" In general, Title 24 requires the design of building shells and building components to conserve energy, with standards to promote better windows, insulation, lighting, ventilation systems, and other features that reduce energy consumption in homes and businesses. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods.

Discussion: (a-b) Less than significant impact. There is electric service connected to security cameras at the existing shed that was previously used by the City's Electric Utility Department. The Project site is currently being used for temporary staging and storage of materials associated with the Western Hills project, but no development requiring additional electricity is included in this temporary use. Because no development is proposed, there would be no change in the operational sources of energy consumed. All future development would be required to comply with the aforementioned regulations related to energy efficiency. As such, the Project would have a less than significant impact on energy resources.

Mitigation Measures: None

7. Geology and Soils

GEOLOGY AND SOILS. Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

Significance Criteria: The Proposed Project would result in a significant impact to geological or soil resources if the Project exposed people or buildings to seismic risk; ruptured a known fault; produced strong seismic ground shaking, ground failure, liquefaction, landslides or substantial soil erosion; is located on expansive soil or unstable ground or create unstable ground; or destroyed a unique paleontological resource or geologic feature.

Environmental Setting: The Ukiah Valley is part of an active seismic region that contains the Maacama Fault, which traverses the Valley in a generally northwest-southeast direction, approximately 0.8-mi east of the City limits at its closets point. The Ukiah Valley is located within the North Coast Range geologic province, comprised of a geologic feature unique to California, the Franciscan Formation. The Franciscan Formation is comprised of serpentine, sandstone, and other sedimentary rocks. Based on California Geological Survey maps and the Background Report for the County of Mendocino General Plan Update (prepared by P.M.C., 2003), the City of Ukiah is outside of known areas of historic faults, Holocene Fault, Late Quaternary Fault and the Alquist-Priolo Earthquake Fault Zone. Because most of the lands within the City are generally flat, slope instability hazards are not a concern, with the exception of lands within the Western Hills.

Discussion: (a-d) No Impact. The Project site sits at approximately 597 feet in elevation and is relatively flat. According to the U.S. Department of Agriculture, Natural Resources Conservation Service's Web Soil Survey, the soils within the Project site are characterized as "113, Cole loam drained, 0 to 2 percent slopes", which is described as soils consisting of very deep, somewhat poorly drained soils that formed in alluvium from mixed sources. However, the site is currently hardscaped with asphalt and gravel. In addition, according to the U.S. Geological Survey (USGS), the site does is not susceptible to landslides, nor strong seismic ground shaking. The Project does not include development; all new development in the future would adhere to California Building Code requirements pertaining to erosion, soil stability and seismic regulations. For the above reasons, the Project would have no impact to geology and soils.

Mitigation Measures: None

8. Greenhouse Gas Emissions

GREENHOUSE GAS EMISSIONS. Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

Significance Criteria: The Project would have a significant effect on greenhouse gas emissions if it would generate greenhouse gas emissions (GHG), either directly or indirectly, that may have a significant impact on the environment; or conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.

Environmental Setting: Climate change is caused by greenhouse gases (GHGs) emitted into the atmosphere around the world from a variety of sources, including the combustion of fuel for energy and transportation, cement manufacturing, and refrigerant emissions. GHGs are those gases that have the ability to trap heat in the atmosphere, a process that is analogous to the way a greenhouse traps heat. GHGs may be emitted a result of human activities, as well as through natural processes.

Increasing GHG concentrations in the atmosphere are leading to global climate change.

The state of California has adopted various administrative initiatives and legislation relating to climate change, much of which set aggressive goals for GHG emissions reductions statewide. Although lead agencies must evaluate climate change and GHG emissions of projects subject to CEQA, the CEQA Guidelines do not require or suggest specific methodologies for performing an assessment or specific thresholds of significance and do not specify GHG reduction mitigation measures. No state agency has developed binding regulations for analyzing GHG emissions, determining their significance, or mitigating significant effects in CEQA documents. Thus, lead agencies exercise their discretion in determining how to analyze GHGs. Because there are no adopted GHG thresholds applicable to the Project, and because the Project is considered “small scale,” meaning that it does not include new large buildings or components requiring significant construction that would result in increased GHGs, the below qualitative analysis is appropriate.

Pursuant to AB 32, on December 14, 2017, the California Air Resources Board (CARB) approved the current Climate Change Scoping Plan, *California's, 2017 Climate Change Scoping Plan* (2017 Scoping Plan Update). The 2017 Scoping Plan Update outlines the proposed framework of action for achieving the 2030 GHG target of 40 percent reduction in GHG emissions relative to 1990 levels. The Scoping Plan Update incorporates a broad array of regulations, policies, and state plans designed to reduce GHG emissions. Most of these regulations are also incorporated into existing California Building Code regulations and other state laws applicable to operation of vehicles and equipment. Additionally, Title 24 Building Energy Efficiency Standards provide minimum efficiency standards related to new development, including appliances, water and space heating and cooling equipment, building insulation and roofing, and lighting.

Discussion: (a-b) No impact. Because the Project does not propose development, there would be no impact to greenhouse gas emissions typically associated with construction and operation. All future development would be required to adhere to the aforementioned energy efficiency standards intended to reduce emissions. The Project would have no impact on greenhouse gas emissions.

Mitigation Measures: None.

9. Hazards and Hazardous Materials

HAZARDS AND HAZARDOUS MATERIALS. Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

Significance Criteria: The Project would result in significant hazards or hazardous materials impacts if it exposed people to hazardous materials or placed them into hazardous situations; if it released hazardous materials or emissions into the environment or within 0.25 miles of a school; if it is located on a listed hazardous materials site; if it would create a hazard due to its proximity to a public airport or private airstrip; if it would create excessive noise for people in the area; if it would interfere with an emergency response or evacuation plan; or if it would expose people or structures to significant risks due to wildland fire.

Environmental Setting: Mendocino County has adopted numerous plans related to hazard management and mitigation including, but not limited to: Community Wildfire Protection Plan, Hazardous Waste Management Plan, Operational Area Emergency Plan, etc. The most recent plan, the Mendocino County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) was adopted by the

County in December, 2020. The MJHMP provides an explanation of prevalent hazards within the County, identifies risks to vulnerable assets, both people and property, and provides a mitigation strategy to achieve the greatest risk reduction based upon available resources. The four cities within Mendocino County, including the City of Ukiah, participated in preparation of the MJHMP to individually assess hazards, explore hazard vulnerability, develop mitigation strategies, and create their own plan for each respective city (referred to as a “jurisdictional annex” to the MJHMP). The City of Ukiah adopted its jurisdictional annex chapter of the MJHMP on November 18, 2020. Hazards identified for the City of Ukiah include earthquakes, wildfire, dam failure, flood and pandemic. Table 1-13 of the City’s jurisdictional annex lists each hazard and mitigation action for City of Ukiah.

The Ukiah Municipal Airport is located within the City of Ukiah jurisdictional limits. The Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) was adopted by the Mendocino County Airport Land Use Commission on May 20, 2021 and adopted by the Ukiah City Council on June 16, 2021. The UKIALUCP identifies areas (known as “compatibility zones”) with potential hazards and impacts to persons using or working within the vicinity of the airport.

Under Government Code Section 65962.5, both the State Water Resources Control Board (SWRCB) and the California Department of Toxic Substances Control (DTSC) are required to maintain databases of sites known to have hazardous substances present in the environment.

All lands within the City of Ukiah are within the jurisdiction of the Ukiah Valley Fire Authority. None of the lands within the City of Ukiah are located within a California Department of Forestry (CalFire) State Responsibility Area (SRA). However, some parcels within the western boundary of the City limits, are designated as “Very High” fire severity within the Local Responsibility Area (LRA). The Project site is not located within a High or Very High fire severity zone.

Discussion: (a-b) Less than significant impact. The site is currently vacant, with the exception of non-hazardous construction materials that are temporarily being stored. Because no development of the vacant site is proposed, the Project would not have an impact on hazardous resources. Future construction activities would likely require the use of heavy equipment and tools that would include the routine transport, use, storage, and disposal of small quantities of common hazardous materials, such as gasoline, diesel fuel, hydraulic fluids, and oils. However, future development would be required to adhere to state and federal regulations related to the transportation, use, and disposal of such materials. Additionally, future projects would be reviewed by City Departments, including the Electric Utility Department, to identify where previous substation underground equipment is located in relation to proposed development. As such, impacts would be less than significant.

(c) Less than Significant impact. River Oak Charter School is located approximately 0.19 miles northwest of the Project site. However, as noted above, Project does not include development, and the use of all hazardous materials will be in accordance with applicable regulations intended to reduce potential impacts to the environment and people. Impacts would be less than significant.

(d) No impact. The Project site does not include any known hazardous waste sites, as mapped by the SWRCB’s GeoTracker or DTSC’s EnviroStor databases. As such, no impact would occur.

(e) Less than significant impact. The Project parcel is located approximately 0.72 mi southwest of the Ukiah Municipal Airport within Airport Compatibility Zone 6 (Traffic Pattern Zone) of the UKIALUCP, which is where aircraft are typically at or below 1,000-foot traffic pattern altitude. According to Table 3A of the UKIALUCP, many uses such as a variety residential and commercial, and retail uses are listed as conditionally compatible, subject to density, height, and use development standards. Although the Project does not include development, because the Project involves a general

plan amendment and rezone, the Project requires formal review by the Mendocino County Airport Land Use Commission (ALUC), per UKIALUCP Policy 1.4.5. As such, on June 16, 2022, the Project was reviewed by the ALUC; the ALUC found the Project to be consistent with the UKIALUCP. All future development would have to comply with the UKIALUCP and may require additional review by the ALUC. As such, impacts would be less than significant.

(f) No impact. The Project does not include changes to existing access, nor does it proposed development that would impair or interfere with emergency response, implementation of, or physically interfere with, the adopted MJHMP or other emergency response plan or evacuation plan. Future development would be reviewed for access and emergency response concerns. No impact would occur.

(g) No impact. As previously noted, the Project site is not located within a High or Very High fire severity zone. The property owner is maintaining the site to prevent fire risk. The Project does not propose new development that could expose people or buildings to a significant risk of loss, injury or death involving wildland fires. No impact would occur.

Mitigation Measures: None.

10. Hydrology and Water Quality

HYDROLOGY AND WATER QUALITY: Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☐	☒
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☐	☒
i) result in a substantial erosion or siltation on- or off-site;	☐	☐	☐	☒
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☐	☒
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	☒
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

Significance Criteria: The Project would significantly impact hydrology and water quality if it violated water quality standards or waste discharge requirements or substantially degraded surface or groundwater quality; substantially decreased groundwater supplies or impeded sustainable groundwater management; altered drainage patterns in a manner that would cause substantial on- or off-site erosion, polluted runoff or excessive runoff that caused flooding; impeded or redirected flood flows; risked a release of pollutants due to inundation if in a flood hazard, tsunami or seiche zone; or conflicted with a water quality plan or sustainable groundwater management plan.

Environmental Setting: Average rainfall in Ukiah is slightly less than 35 inches. Most of the precipitation falls during the winter. Rainfall is often from brief, intense storms, which move in from the northwest. Virtually no rainfall occurs during the summer months. Surface water supplies for the Ukiah Valley include the Eel River, from which water is diverted into the Russian River watershed through the Potter Valley Project, Lake Mendocino, and the Russian River. Groundwater is drawn from the

Ukiah Valley groundwater basin. The Ukiah Valley groundwater basin is the northernmost basin in the Russian River water system and underlies an area of approximately 60 square miles. Water enters the groundwater system via percolation of surface waters and through the soil. The creeks and streams in the Ukiah Valley provide drainage channels for groundwater recharge, as well as domestic and agricultural water supply. The City of Ukiah 2020 Urban Water Management Plan (UWMP) was adopted by City Council on June 2, 2021. The UWMP considers several growth scenarios including an additional 2,500 and 5,000 new hookup scenarios and determined that there is capacity through the 2045 planning horizon to serve these growth projections.

Discussion: (a-e) No impact. The Project does not propose development that would impact groundwater resources or alter drainage patterns of the site. Additionally, there are no water resources such as creeks or streams on the Project site, nor in the immediate vicinity, that would be impacted or altered as a result of the Project. Lastly, the Project is not located within a tsunami hazard zone, nor a flood zone, as identified by the Federal Emergency Management Agency. As such, no impact to hydrology and water quality would occur.

Mitigation Measures: None.

11. Land Use and Planning

LAND USE AND PLANNING. Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Significance Criteria: The Project would significantly impact land use if it physically divided an established community or conflicted with a land use plan, policy or regulation intended to avoid or mitigate an environmental impact, such as the general plan or zoning code.

Environmental Setting: The City of Ukiah includes approximately 4.72 square miles. It serves as the County Seat of Mendocino County, as well as the county's commercial hub. Predominant land uses in the City include single-family residential, multi-family residential, and commercial uses ranging from local commercial to service commercial, as well manufacturing, industrial and public facilities.

Development and land use patterns within the City of Ukiah are governed by the City's General Plan, which was originally adopted in 1995, and currently in the process of being updated. Because the 2040 General Plan has not yet been adopted, the 1995 General Plan is the applicable plan relating to land use within the City. More specifically, zoning and land use are governed by the City's Zoning Ordinance, as outlined in Division 9, Chapter 2 of the Ukiah City Code. The purpose of the Ukiah Zoning Code is to promote the growth of the City in an orderly manner and to promote and protect the public health, safety, peace, comfort and general welfare.

In accordance with Ukiah City Code Section 9265(d), the Planning Commission shall hold at least one public hearing on a proposed zoning and General Plan amendments and formulate a recommendation to the City Council. The Planning Commission's recommendation shall be advanced to the City

29

Council for consideration at the next available City Council meeting. The City Council shall conduct a public hearing, duly noticed according to State law, prior to taking a final action on the project.

Discussion: (a) No impact. Physical division of an existing community would typically be associated with construction of a new highway, railroad, park or other linear feature being constructed in a manner that would bifurcate an established neighborhood or community. Because the Project does not propose such linear features or development, the Project would not result in the division of an established community. No impact would occur.

(b) Less than significant. The Project site has a General Plan (1995) designation of Public (P) and is zoned Public Facilities (PF). The Public land use designation and PF zoning designation are intended to be applied to properties which are used for or are proposed to be used for public or quasi-public purposes or for specified public utility purposes. The Project proposes to rezone the existing parcel, currently zoned as Public Facilities (PF), to Community Commercial (C1). The Project also requires a general plan amendment to change the land use designation from Public (P) to Commercial (C). A rezone is required because typically PF parcels are owned by a public entity and used for public purposes.

The Commercial General Plan designation applies to lands appropriate for a variety of commercial uses where commerce and business may occur; uses are further specified within the corresponding zoning districts. As described in Ukiah City Code Section 9080, the purpose of the C1 zoning district is to provide a broad range of commercial land use opportunities along the primary transportation corridors within the City. It is intended to promote and provide flexibility for commercial development, to encourage the establishment of community-wide commercial-serving land uses, and provide opportunities to integrate multiple-family housing and mixed-use projects. Many commercial uses (such as restaurants, general retail, personal improvement establishments, and certain residential uses) are allowed within the C1 district, while others (such as auto repair shops, cannabis related businesses, community care facilities, bars, and certain residential uses) require approval of a Use Permit. The current private property owner plans to develop the property for commercial uses in the future, but does not have a proposed plan at this time. However, future development of the site would require adherence to all C1 zoning regulations, which may be found online at: <https://www.codepublishing.com/CA/Ukiah/#!/Ukiah09/Ukiah0902-0700.html#art7>. In addition, almost all new development would require review by the City's Design Review Board and Planning Commission approval of a Major Site Development Permit.

As shown in Figures 1 through 8, the site is surrounded largely by commercial and residential uses. Other C1 zoned parcels (with Commercial General Plan designations) currently exist immediately west and north of the site. As such, the proposed General Plan Amendment and Rezone would be consistent with surrounding land use patterns and zoning. For the reasons stated above, the Project would not conflict with existing zoning, the General Plan, or other land use policies intended for reducing environmental impacts. Final consideration of the proposed Project will be reviewed by the Planning Commission and City Council for land use consistency. As such, impacts would be less than significant.

Mitigation Measures: None

12. Mineral Resources

MINERAL RESOURCES. Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Significance Criteria: Impacts to mineral resources would be considered significant if the proposed Project were to result in the loss of a known mineral resource that has value to the region and state or is otherwise locally important as designated on a local land use plan.

Environmental Setting: The most predominant of the minerals found in Mendocino County are aggregate resource minerals, primarily sand and gravel, found along many rivers and streams. The Ford Gravel Bars are located in eastern Ukiah, along the Russian River.

Discussion: (a-b) No impact. There are no identified mineral resources within the Project site or immediate area. No impact would occur.

Mitigation Measures: None

13. Noise

NOISE. Would the project result in:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b) Generation of excessive ground borne vibration or ground borne noise levels?	☐	☐	☐	☒
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels	☐	☐	☒	☐

Significance Criteria: The Project would have a significant impact if it temporarily or permanently exceeded local noise standards in the vicinity of the Project, generated excessive ground borne noise or vibration; or would expose people residing or working in the area to excessive noise levels from public airports or private airstrips.

Environmental Setting: The UCC's Noise Ordinance (Division 7, Chapter 1, Article 6) establishes ambient base noise level standards, ranging from 40 to 70 decibels, that apply to specific zoning districts within the City of Ukiah. "Ambient noise" is the all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources near and far. These are specific to operation (not construction). For the purpose of the Noise Ordinance, ambient noise level is the level obtained when the noise level is averaged over a period of fifteen (15) minutes without inclusion of noise from isolated identifiable sources, at the location and time of day near that at which a comparison is to be made. Land uses exceeding these standards for long periods of time are considered to be significant.

Project construction can also generate varying degrees of noise and ground borne vibration, depending on the construction procedure and the construction equipment used. Operation of construction equipment generates noise and vibration that spreads through the atmosphere and ground and diminishes in amplitude with distance from the source. While the Ukiah City Code does not contain thresholds for analyzing noise impacts from construction-related noise, guidance documents from the Federal Highway Administration and the Federal Highway Administration provide information on maximum noise and vibration levels associated with construction equipment and thresholds of significance for analyzing such impacts. Although the Ukiah City Code does not contain thresholds of significance for analyzing construction-related noise, UCC §6054, *Construction of Buildings and Projects*, states that it shall be unlawful for any person within a residential zone, or within a radius of five hundred feet (500') therefrom, to operate equipment or perform any outside construction or repair work on buildings, buildings or projects or to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist or any other construction type device (between the

hours of 7:00 p.m. of one day and 7:00 a.m. of the next day) in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance unless beforehand a permit therefor has been duly obtained from the Director of Public works.

Discussion: (a-b) No impact. Because the Project does not propose development or a land use that would result in a change in the exist noise levels at the site, the project would not result in a temporary or permanent increase in ambient noise levels. Similarly, the Project would not result in groundborne vibration. No impact would occur.

(c) Less than significant impact. As discussed in Section V.9(e), the Project is located within Airport Compatibility Zone 6. Noise within Zone 6 is typically below CNEL 55dB with frequent individual noise events sufficient to intrude upon indoor activities. According to Table 3A of the UKIALUCP, many uses such as a variety residential and commercial, and retail uses are listed as conditionally compatible, subject to density, height, and use development standards. Although the Project does not include development, because the Project involves a general plan amendment and rezone, the Project requires formal review by the Mendocino County Airport Land Use Commission (ALUC), per UKIALUCP Policy 1.4.5. As such, on June 16, 2022, the Project was reviewed by the ALUC; the ALUC found the Project to be consistent with the UKIALUCP. All future development would have to comply with the UKIALUCP and may require additional review by the ALUC. As such, impacts would be less than significant.

Mitigation Measures: None

14. Population and Housing

POPULATION AND HOUSING. Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Significance Criteria: The proposed Project would result in significant impacts to the local population or housing stock if it directly or indirectly induced substantial unplanned population growth or displaced a substantial number of people or housing such that the construction of replacement housing would be required.

Environmental Setting: The City of Ukiah is approximately 4.72 square miles in size and located within Mendocino County. Overall, the City of Ukiah's population has increased moderately over the past nearly 30 years, with a more accelerated increase in the last four years. Projections from the California State University Chico Center for Economic Development- Mendocino County Economic/Demographic Profile show this trend continuing. As described in the City's Housing Element

(2019) of the General Plan, the City's annual growth rate between 1990 and 2018 averaged approximately 0.3%. Between 2000 and 2010, the City added 545 residents, or 3.7%, to its population. According to the California Department of Finance, the population in the County of Mendocino was 59,985 in 2018 and 16,226 in the City of Ukiah. The 2020 Census data identifies the City of Ukiah population as 16,607.

Discussion: (a) Less than Significant impact. Although the Project proposes to rezone the parcel from PF to C1, which would allow for residential and commercial uses with higher density not currently allowed within the PF district, the Project does not propose development, and the timing and intensity of future development is unknown. The Project would not involve potential growth inducing development such as the construction of new homes or businesses, or the extension of roads or services. Future development would be analyzed on a project-level basis, as needed. As such, impacts would be less than significant.

Discussion: (b) No impact. The Project site does not contain residential units, and the Project does not propose activities that would result in the displacement of adjacent residential units. No impact would occur.

Mitigation Measures: None

15. Public Services

PUBLIC SERVICES. Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☒	☐
Police protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☒	☐
Other public facilities?	☐	☐	☒	☐

Significance Criteria: The Project would result in a significant impact to public services if it resulted in a requirement for increased or expanded public service facilities or staffing, including fire or police protection, schools and parks.

Environmental Setting: Police protection services for the entire City limits is provided by the Ukiah

Police Department, while the Mendocino County Sheriff's Department provides police services for areas outside of the City limits. Fire protection services in the City are provided by the Ukiah Valley Fire Authority. Educational facilities in the City are provided by the Ukiah Unified School District (UUSD) and County Office of Education. Additionally, there are several private and charter schools serving residents within the City of Ukiah. As mentioned below in Section V.16, *Recreation*, of this Initial Study, there are 13 City parks, a municipal golf course, and a skate park managed by the City of Ukiah, as well as other recreational facilities in the area.

Discussion: (a) Less than significant impact. The City of Ukiah Police Department and Ukiah Valley Fire Authority are responsible for emergency response at the Project site. Because the Project does not propose development, the Project will not have a substantial effect on their ability to serve the area, nor would it result in the need for additional resources. Similarly, the Project would not result in an increase in population that would impact schools or parks in the area. As such, the Project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any public services. Impacts would be less than significant.

Mitigation Measures: None

16. Recreation

RECREATION.	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Significance Criteria: Impacts to recreation would be significant if the Project resulted in increased use of existing parks or recreational facilities to the extent that substantial deterioration was accelerated or if the Project involved the development or expansion of recreational facilities that would have an adverse effect on the physical environment.

Environmental Setting: The City of Ukiah manages several recreation facilities, including more than 13 City parks. In addition, there are approximately 30 miles of trails located throughout the Ukiah Valley, under County and federal jurisdiction.

Discussion: (a-b) No impact. The Project does not include the alteration or addition of recreational facilities. The Project does also does not propose new development that could potentially increase the use of recreational facilities in the area. As such, no impact would occur.

Mitigation Measures: None

17. Transportation

TRANSPORTATION. Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b), Criteria for Analyzing Traffic Impacts?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐

Significance Criteria: Impacts to transportation and traffic would be significant if the Project conflicted with a local plan, ordinance or policy addressing transit, roadway, bicycle and pedestrian facilities; conflicted with CEQA Guidelines Sec. 15064.3(b), which contains criteria for analyzing transportation impacts; substantially increased hazards due to geometric design features; or resulted in inadequate emergency access.

Traditionally, transportation impacts had been evaluated by using Level of Service (LOS) analysis to measure the level of congestion on local roadways. However, as of July 1, 2020, lead agencies are required to analyze the transportation impacts of new projects using vehicle miles traveled (VMT), instead of LOS. VMT measures the number of additional miles produced by the project. If the project increases car travel onto the roads excessively, the project may cause a significant transportation impact. However, CEQA guidelines do not provide thresholds for analyzing impacts and defer to the local agency to do so.

In 2018, the Office of Planning and Research (OPR) published a Technical Advisory on *Evaluating Transportation Impacts in CEQA* (2018) which is intended to provide advice and recommendations for evaluating VMT, and offers screening thresholds that may be used to identify when land use projects, such as small-scale residential projects, should be expected to cause a less-than-significant impact without conducting a detailed traffic study.

On behalf of the Mendocino Council of Governments (MCOG), Fehr & Peers, prepared a Senate Bill 743 Vehicle Miles Traveled Regional Baseline Study (Baseline Study; May, 2020) to provide an overview of SB 743, summarize VMT data available for Mendocino County, discuss alternatives for and recommend VMT measurement methods and thresholds for lead agencies in Mendocino County, and recommend transportation demand management (TDM) strategies for reducing VMT on projects in Mendocino County.

The following local plans have historically addressed transportation within the City of Ukiah: 2017 Ukiah Bicycle and Pedestrian Master Plan, City of Ukiah Safe Routes to School Plan (2014), Mendocino County Rail Trail Plan (2012), Ukiah Downtown Streetscape Improvement Plan (2009), and the City of Ukiah General Plan (Circulation and Transportation Element amended in 2004). MCOG's Regional Transportation Plan (2017) and Section 5, Circulation and Transportation, of the Ukiah Valley Area Plan (2011) addresses transportation within the larger Ukiah Valley. The Baseline Study incorporated applicable goals and policies from each of these documents into the methodology and analysis when formulating its screening tools.

Environmental Setting: The City of Ukiah generally lies west of U.S. 101 between the U.S. 101/North State Street interchange, and the U.S. 101 / South State Street interchange. Three major interchanges along U.S. 101, Talmage Road, Gobbi Street, and Perkins Street (from south to north), provide access to southern and central Ukiah. The City of Ukiah is developed in a typical grid pattern with streets generally oriented north to south and east to west. Bicycle lanes are located throughout the City and public transit is provided by the Mendocino Transit Authority (MTA).

The Project site is currently accessed via two driveways with gates along South Orchard Avenue, a City-maintained two-lane road that is developed with sidewalks but no bike lanes in the Project area. The nearest MTA bus stop is located in front of the library, approximately 570 ft west of the Project site in front of the Autumn Leaves senior apartments complex, located at 425 East Gobbi Street.

Discussion: (a-d) Less than significant impact. No change to the City's circulation system, transit, bicycle, or pedestrian facilities is proposed as a part of the Project. Access, including emergency access, is currently provided through existing driveways and City streets and the Project does not propose any changes to existing facilities. Because the Project does not propose new development, the Project would also not result in an impact to existing traffic levels or patterns. Future development would be reviewed for traffic and transportation impacts on a project-level basis. As such, impacts association with traffic and transportation from the Project would be less than significant.

Mitigation Measures: None

18. Tribal Cultural Resources

TRIBAL CULTURAL RESOURCES. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	☒
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

Significance Criteria: An impact to tribal cultural resources would be significant if the Project were to substantially reduce the significance of a tribal cultural resource, a listed or eligible historic resource, or a resource considered significant by a California Native American tribe. Tribal cultural resources include “sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American Tribe” that are eligible for inclusion in the California Register of Historical Resources (California Register) or included in a local register of historical resources. Lead agencies are required to “begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the Proposed Project.” The consultation process must be completed before a CEQA document can be certified.

Environmental Setting: As discussed in Section V.5, *Cultural Resources*, areas that are most typically culturally sensitive include those adjacent to streams, springs, and mid-slope benches above watercourses because Native Americans and settlers favored easy access to potable water.

Tribes known to be present within the Ukiah area include (but are not limited to) the following:

- Coyote Valley Band of Pomo Indians
- Guidiville Indian Rancheria of Pomo Indians
- Hopland Band of Pomo Indians
- Pinoleville Pomo Nation
- Potter Valley Rancheria
- Redwood Valley Little River Band of Pomo Indians
- Sherwood Valley Rancheria of Pomo Indians
- Noyo River Indian Community
- Scotts Valley Band of Pomo Indians
- Yokayo Tribe, not federally recognized

Discussion: (a-b) No impact. As described in Section V.5, *Cultural Resources*, of this Initial Study, the site is considered to have a “low potential” for cultural and archeological resources. Regardless, because the Project involves a general plan amendment a notification providing the opportunity for consultation in accordance with SB18 was sent to tribes within Mendocino County (as maintained by the Native American Heritage Commission), but no response requesting formal consultation was received. Based on the aforementioned, the Project would have no impact on cultural resources.

Mitigation Measures: None

19. Utilities and Service Systems

UTILITIES AND SERVICE SYSTEMS. Would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☒
c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

Significance Criteria: Impacts to utility and service systems would be significant if the Project resulted in the construction or expansion of utilities that could cause significant environmental effects; have insufficient water supplies available to the Project during normal to extremely dry years; resulted in inadequate capacity of the wastewater treatment plant; generated solid waste exceeding the capacity of local infrastructure or impairing the achievement of solid waste reduction goals; or failed to comply with any management and reduction statutes or regulations related to solid waste.

Environmental Setting: The majority of City properties are served by City water, sewer, electricity and trash collection as summarized below.

Electric. The City of Ukiah's Electric Utility Department provides electric services to properties within the City limits, while Pacific Gas & Electric (PG&E) provides services to properties outside of the City.

Water. There are five major providers of community water services in the Ukiah Valley. The City of Ukiah serves customers within the City, while Rogina Water Company and Millview, Calpella, and Willow County Water Districts serve the unincorporated areas. The City of Ukiah 2020 Urban Water Management Plan (UWMP) was adopted by City Council on June 2, 2021. The UWMP considers several growth scenarios including an additional 2,500 and 5,000 hookup scenarios and determined that there is capacity through the 2045 planning horizon to serve these growth projections.

Sewer and Wastewater. The Ukiah Valley Sanitation District (UVSD) and the City of Ukiah provide public sewer services to customers within their boundaries under the purview of the State Water Quality Control Board. The City's sewage treatment plant and Waste Water Treatment Plant (WWTP), operational since 1958, serves the City of Ukiah and the Ukiah Valley Sanitation District.

Solid Waste. The Ukiah landfill, outside City limits on Vichy Springs Road, stopped receiving municipal solid waste in 2001 and the City is working on capping the landfill. Solid waste generated in the Ukiah Valley is exported for disposal to the Potrero Hills Landfill in Solano County. The Valley's solid waste disposal system consists of a large volume transfer station, Ukiah Transfer Station, which receives waste for export.

Discussion: (a-e) No Impact. Vegetation along the perimeter of the site is currently being watered via the existing irrigation system that is on-site from previous uses. The Project does not propose new development or alteration of the following: water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities. The Project would also not result in the production of solid waste. Future development would be analyzed on a project-level basis for impacts to utilities. As such, there would be no impact as a result of the Project to these utilities and services systems.

Mitigation Measures: None

20. Wildfire

WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Significance Criteria: Impacts to wildfire would be significant if the Project were located in or near a State Responsibility Area (SRA) or lands classified as very high fire hazard severity zones and substantially impaired an emergency response plan; exposed Project occupants to wildfire pollutants or uncontrolled spread of wildfire due to site conditions such as slope and prevailing winds; require the installation or maintenance of infrastructure that could exacerbate fire risk; or expose people or structures to significant risks as a result of post-fire runoff, slope instability or drainage changes.

Environmental Setting: All lands within the City of Ukiah are within the jurisdiction of the Ukiah Valley Fire Authority. None of the lands within the City of Ukiah are located within a California Department of Forestry (CalFire) State Responsibility Area (SRA). However, some parcels within the western boundary of the City limits are designated as “Very High” fire severity within the Local Responsibility Area (LRA). The Project site is not located in an area identified as having a High or Very High fire severity risk.

As discussed in Section V.9, *Hazards and Hazardous Materials*, the County’s EOP plan and MJHMP address emergency operations, natural disasters (including wildfire), as well as mitigation strategies to reduce potential risks. The City of Ukiah adopted its “jurisdictional annex” chapter of the MJHMP on November 18, 2020. Hazards identified for the City of Ukiah include earthquakes, wildfire, dam failure, flood and pandemic. Table 1-13 of the City’s jurisdictional annex lists each hazard and mitigation action for City of Ukiah.

Discussion: (a-b) Less than significant impact. The Project site is accessed via existing driveways and roads, and there are no components of the Project that would conflict with or impair the adopted MJHMP, EOP, or other adopted emergency response plan or emergency evaluation plan. As described in Section V.9, *Hazards and Hazardous Materials*, the Project site is not located within a High or Very High fire severity zone and is being maintained by the property owner to reduce fire risk.

Because the Project site is developed with asphalt and gravel, and the Project does not propose new development, it would not expose people or structures to a new significant risk of loss, injury or death involving wildland fires. Future development would be reviewed by the Ukiah Valley Fire Authority for life safety concerns regarding wildfire. Impacts would be less than significant.

Discussion: (c-d) No impact. The Project would not require the installation or maintenance of infrastructure such as roads, fuel breaks, emergency water sources, power lines or other utilities that would exacerbate fire risk. In addition, the Project would not include earthwork in a sloped, undeveloped area or other components that could result in downslope or downstream flooding or landslides as a result of runoff, post-fire slope instability, or drainage changes. No impact would occur.

Mitigation Measures: None.

21. Mandatory Findings of Significance

MANDATORY FINDINGS OF SIGNIFICANCE.	Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Discussion: (a) No impact. As described throughout this Initial Study, the Project would have no impact on Biological Resources and Cultural/Tribal Cultural Resources because the site is previously disturbed, does not contain sensitive resources, and does not propose any development. As such, no impact would occur to the sensitive biological and cultural resources noted in this criterion.

Discussion: (b) Less than significant impact. Cumulative impacts are generally considered in analyses of air quality, biological resources, cultural resources, noise, and traffic. As discussed throughout the Initial Study, the Project would have less than significant impacts or no impact on these resources. A rezone is required because the site is no longer under City ownership and used for public

purposes. While the Project would rezone the property from PF to C1, creating the potential for future commercial and residential development opportunities, no development is proposed at this time. Future development could result in impacts to the physical environment depending on location, intensity, and other siting factors. However, the exact intensity, location, size and timing of future development is unknown. However, all future development would be analyzed on a project level basis for consistency with land use policies and development standards, and would be subject to Building Permits for consistency with building and safety codes; additional environmental and discretionary review may also be required.

Based on the findings and conclusions contained in the Initial Study, the Project does not have the potential to impact any environmental resources. All impacts were found to have no impact or result in a less than significant impact as a result of the Project. Additionally, there are no known past projects nor current projects within the vicinity of the site that are similar in nature, with the potential to result in a cumulative impact. Based on the findings and conclusions contained in the Initial Study, cumulative impacts related to the Project would be less than significant.

Discussion: (c) Less than significant impact. Based on the findings and conclusions contained in the Initial Study, the Project would not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly. Impacts would be less than significant.

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<https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>
32. U.S. Department of Fish and Wildlife. Environmental Conservation Online System.
<https://ecos.fws.gov/ecp0/reports/species-listed-by-state-report?state=CA&status=listed>
33. U.S. Geological Survey (USGS). Interactive Fault Map. https://www.usgs.gov/natural-hazards/earthquake-hazards/faults?qt-science_support_page_related_con=4#qt-science_support_page_related_con
34. U.S. Fish and Wildlife Service. Wetland Habitat Mapper.
<https://www.fws.gov/wetlands/data/mapper.html>
35. Ukiah Valley Area Plan, adopted August 2, 2011.
<https://www.mendocinocounty.org/government/planning-building-services/plans/ukiah-valley-area-plan>

**DRAFT FINDINGS TO ADOPT AN
INITIAL STUDY & NEGATIVE DECLARATION, GENERAL PLAN AMENDMENT
AND REZONE OF 701 SOUTH ORCHARD AVENUE
FILE NO.: 22-6938**

The Community Development Department's recommendation for approval of Initial Study & Negative Declaration (SCH No. 2022060474), General Plan Amendment and Rezone of 701 South Orchard Avenue (APN 003-181-01) is based in part on the following findings, in accordance with UCC §9265 and CEQA Guidelines §15074.

1. The Project site is surrounded largely by commercial and residential uses. Other C1 zoned parcels (with Commercial General Plan designations) currently exist immediately west and north of the site. Future development of the site would require adherence to all C1 zoning regulations. In addition, almost all new development would require review by the City's Design Review Board and Planning Commission approval of a Major Site Development Permit. As such, the proposed General Plan Amendment and Rezone would be consistent with the City's General Plan and zoning code, and would be compatible with surrounding land uses.
2. In accordance with the California Environmental Quality Act (CEQA), the City of Ukiah Planning Division prepared a draft Initial Study and Negative Declaration (ISND) for the proposed Project. The Lead Agency (City) consulted with all responsible agencies and trustee agencies.
3. The Draft ISND (State Clearinghouse No. 2022060474) was circulated for public review from June 21, 2022, through July 25, 2022.
4. Based upon the analysis contained within the Initial Study, the Project would have a less than significant impact, or no impact on all resources discussed herein. As such, a Negative Declaration was prepared for the Project and no mitigation measures are proposed or required.
5. Based on the findings and conclusions contained in the ISND, the proposed Project would not have environmental effects which would cause substantial adverse effects on humans, either directly or indirectly; and there is no substantial evidence in light of the whole record before the City of Ukiah (including the ISND and any comments received) that the Project would have a significant effect on the environment.
6. Based upon the analysis, findings, and conclusions contained in the ISND, the Project will not result in impacts that are individually limited, but cumulative considerable.
7. The Notice of Availability for the public review period, and the Notice of Intent to adopt the ISND and conduct a public hearing was provided in the following manner, in accordance with the Ukiah City Code and California Environmental Quality Act (CEQA) Guidelines §15073: Provided to property owners within 300 feet of the project parcels, as well as agencies and departments with jurisdiction or interest over the project on June 21, 2022; posted on the City's webpage on June 22, 2022; published in the Ukiah Daily Journal on June 24, 2022; posted

Findings
ISND, General Plan Amendment, and Rezone
701 Orchard Avenue
File No.: 22-6938

on the Project site on June 28, 2022; and posted at the Civic Center (glass case) 72 hours prior to the public hearing.

8. The ISND and record of proceedings of the decision on the Project are available for public review at the City of Ukiah Community Development Department, Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA.
9. On July 27, 2022, the Planning Commission held a public meeting and reviewed the proposed ISND, General Plan Amendment and Rezone. The meeting was properly noticed in accordance with UCC §9265 and CEQA Guidelines §15073. The Planning Commission recommended that City Council approve the ISND, General Plan Amendment and Rezone.
10. On August 17, 2022, the City Council held a public hearing in accordance with UCC §9265 and CEQA Guidelines §15073 to receive public comment and consider the Planning Commission's recommendation for approval of the ISND, General Plan Amendment and Rezone.
11. On August 17, 2022, the City Council adopted Resolution 22-XXXX, adopting the ISND, and approving the General Plan Amendment and Rezone.

Findings
ISND, General Plan Amendment, and Rezone
701 Orchard Avenue
File No.: 22-6938

**DRAFT CONDITIONS OF APPROVAL FOR AN
INITIAL STUDY & NEGATIVE DECLARATION, GENERAL PLAN AMENDMENT
AND REZONE OF 701 SOUTH ORCHARD AVENUE
FILE NO.: 22-6938**

The following Conditions of Approval shall be made a permanent part of the Project, and shall remain in force regardless of property ownership, and shall be implemented in order for this entitlement to remain valid.

Project Summary. The Project proposes to rezone the parcel from Public Facilities (PF), to Community Commercial (C1). The Project also requires a general plan amendment to change the land use designation from Public (P) to Commercial (C). No development is proposed at this time. The Rezone and General Plan Amendment are required because the parcel is no longer owned by the City and used for public proposes.

The following Conditions of Approval apply to the Project.

City of Ukiah Special Conditions

1. Future development of the site shall be in conformance with all C1 zoning regulations, in addition to all applicable Building Code and life safety regulations. Additional discretionary and environmental review may be required.
2. The temporary use of the site for storage of construction materials and equipment associated with the Western Hills Open Land Acquisition and Limited Development Agreement Project shall comply with the stipulations and requirements outlined within the Director's Determination, dated May 5, 2022, regardless of the approval of the General Plan Amendment and Rezone.

City of Ukiah Standard Conditions

3. City Council approval is not effective until the 10-day appeal period applicable to the project has expired without the filing of a timely appeal. If a timely appeal is filed, the project is subject to the outcome of the appeal and shall be revised as necessary to comply with any modifications, conditions, or requirements that were imposed as part of the appeal.

RESOLUTION NO. 2022-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING A NEGATIVE DECLARATION FOR A GENERAL PLAN AMENDMENT AND REZONE OF 701 SOUTH ORCHARD AVENUE (APN 003-181-01). FILE NO.: 22-6938

WHEREAS:

1. In accordance with the California Environmental Quality Act (CEQA), the City of Ukiah Planning Division prepared a draft Initial Study and Negative Declaration (ISND) for the proposed Project. The Lead Agency (City) consulted with all responsible agencies and trustee agencies.
2. The Draft ISND (State Clearinghouse No. 2022060474) was circulated for public review from June 21, 2022, through July 25, 2022. No comments were received.
3. Based upon the analysis contained within the Initial Study, the Project would have a less than significant impact, or no impact on all resources discussed herein. As such, a Negative Declaration was prepared for the Project and no mitigation measures are proposed or required.
4. The Notice of Availability for the public review period, and the Notice of Intent to adopt the ISND and conduct a public hearing was provided in the following manner, in accordance with the Ukiah City Code and California Environmental Quality Act (CEQA) Guidelines §15073: Provided to property owners within 300 feet of the project parcels, as well as agencies and departments with jurisdiction or interest over the project on June 21, 2022; posted on the City's webpage on June 22, 2022; published in the Ukiah Daily Journal on June 24, 2022; posted on the Project site on June 28, 2022; and posted at the Civic Center (glass case) 72 hours prior to the public hearing.
5. Based on the findings and conclusions contained in the ISND, the proposed Project would not have environmental effects which would cause substantial adverse effects on humans, either directly or indirectly; and there is no substantial evidence in light of the whole record before the City of Ukiah (including the ISND and any comments received) that the Project would have a significant effect on the environment; and
6. The ISND reflects the City's independent judgment and analysis of the potential environmental effects of the Project.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council hereby adopts the Negative Declaration, which consists of the Initial Study/Negative Declaration, and the findings in support hereof, which have been completed in compliance with CEQA.

2. The Initial Study/ Negative Declaration is set forth in Exhibit 1, and the findings in support hereof are set forth in Exhibit 2, attached hereto and by reference incorporated herein.

PASSED AND ADOPTED this ____ day of ____, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim. O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING THE OFFICIAL ZONING MAP AND GENERAL PLAN LAND USE MAP FOR THE CITY OF UKIAH, CALIFORNIA BY ESTABLISHING THE COMMUNITY COMMERCIAL (C1) ZONING DISTRICT AND COMMERCIAL (C) LAND USE DESIGNATION AT 701 SOUTH ORCHARD AVENUE (APN 003-181-01)

The City Council of the City of Ukiah does hereby ordain as follows:

SECTION ONE- FINDINGS AND DECLARATIONS

The City Council finds and declares as follows:

1. The Planning Commission held a public hearing to provide direction on the location of the proposed Zoning Map Amendment and General Plan Amendment on July 27, 2022. The Planning Commission voted in favor of recommending that the City Council approve a proposed Zoning Map Amendment and General Plan Amendment, rezoning the subject parcel from Public Facilities (PF) to Community Commercial (C1), and changing the land use designation from Public (P) to Commercial (C) ("Amendments").
2. The 0.65-acre Project site is located on the corner of East Gobbi Street and South Orchard Avenue at 701 South Orchard Avenue (APN 003-181-01). The Project proposes to rezone the existing parcel, currently zoned as public facilities (PF), to community commercial (C1). The Project also requires a general plan amendment to change the land use designation from Public (P) to Commercial (C). A rezone is required because the site is no longer under City ownership or used for public purposes. While the Project would rezone the property from PF to C1, creating the potential for future commercial and residential development opportunities, no development is proposed at this time.
3. The Zoning Map Amendment is consistent with the findings required for adoption of an ordinance to approve a Zoning Map Amendment and General Plan Amendment as required by Ukiah City Code § 9265.
4. The Project site is surrounded largely by commercial and residential uses. Other C1 zoned parcels (with Commercial General Plan designations) currently exist immediately west and north of the site. No development is proposed. However, future development of the site would require adherence to all C1 zoning regulations. The Project supports General Plan goals and policies related to commercial and economic development, as it would provide an opportunity for commercial (or other) development on-site. As such, the proposed Amendments would be consistent with the City's General Plan and zoning code.
5. Notice of the proposed Project and Amendments was provided in the following manner: provided to property owners within 300 feet of the project parcels, as well as agencies and departments with jurisdiction or interest over the project on June 21, 2022; posted on the City's webpage on June 22, 2022; published in the Ukiah Daily Journal on June

24, 2022; posted on the Project site on June 28, 2022; and posted at the Civic Center (glass case) 72 hours prior to the public hearing.

6. The City Council has considered the Amendments, attached hereto as Exhibit A, together with the recommendation of the Planning Commission to approve this Ordinance.

SECTION TWO – ADOPTION OF ORDINANCE

1. The Official Zoning Map for the City of Ukiah is amended to change the Zoning designation of 701 South Orchard Avenue (APN 003-181-01) from Public Facilities (PF) to Community Commercial (C1).
2. The Official General Plan land use map is amended to change the land use designation of 701 South Orchard Avenue (APN 003-181-01) from Public (P) to Commercial (C).
3. This Ordinance incorporates the Amendments depicted in the figures attached hereto as Exhibit A.

SECTION FOUR

This Ordinance shall be published as required by law in a newspaper of general circulation.

SECTION FIVE

This ordinance shall become effective thirty (30) days after adoption.

Introduced by title only on _____, by the following roll call vote:

AYES:
NOS:
ABSENT:
ABSTAIN:

Passed and adopted on _____ by the following vote:

AYES:
NOS:
ABSENT:
ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

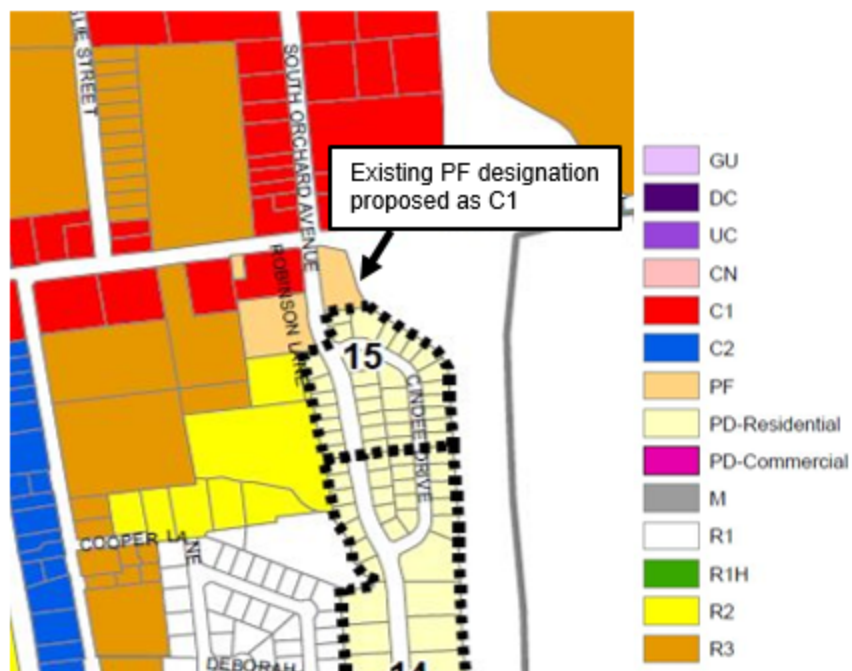
Kristine Lawler, City Clerk

EXHIBIT A

General Plan Designations



Zoning Designations





AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of a Resolution Adopting a Power Cost Surcharge Rider.

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers, Electric Utility Director

PRESENTER: Cindy Sauers, Electric Utility Director

ATTACHMENTS:

1. 2022 Increase Approved Rate Tables
2. Ukiah Market Conditions - Summer 2022 Readiness 06-01-22 FINAL
3. Power Cost Surcharge (1)
4. Resolution Adopting Power Cost Surcharge Rider (1)

Summary: Council will consider adopting a Resolution Adopting a Power Cost Surcharge Rider. This tool is specifically designed to provide temporary rate adjustments to compensate for greater-than-normal fluctuations in energy costs, as are currently occurring. Thus, as energy costs rise, the energy portion (kWh) of customers' bills will also reflect a slight increase through the surcharge. Likewise, as energy costs go down, the surcharge and the overall bill will go down.

Background: In February, Council approved a yearly rate increase that incorporated projected energy cost numbers for five years. The increase is effective April 1st every year through 2026. The rate tables are included as Attachment 1.

In June, Council received a presentation (Attachment 2) on energy market conditions and the impact of drought, natural gas prices and inflation on the California energy market. Due to the drought, hydroelectric facilities in California are experiencing a decrease in water storage at levels around 50% of normal years. Less water storage translates to less electric generation for California consumers. Natural gas prices are elevated due to geopolitical pressure and reduced supply, and inflation has driven prices on the energy market up more than 32%. These increases have had a significant impact on the Utility's budget and far exceed the budget estimates prepared just six months ago.

In July, Council provided direction to Staff to move forward with a public notice and subsequent public hearing to consider the Power Cost Surcharge.

Discussion: Projections for the California energy market continue to be higher than average and are expected to be volatile. In an effort to mitigate the increased expense and volatility associated with procuring energy resources, Staff is recommending the implementation of a Power Cost Surcharge (Surcharge). The Surcharge will be applied to all electric rates and to every kilowatt-hour (kWh) that is sold. It will be calculated using a 12-month total of expenses divided by the total number of kWhs procured. The difference between the calculated value and the same value in January 2022 will be the applied Surcharge (\$/kWh). The implementation of the Surcharge will begin on October 1, 2022, effective immediately for all customers, and will take place every six months thereafter. The value of the Surcharge can be positive or negative and will be based on actual costs to the Electric Utility. Therefore, as power costs decrease, customer bills will be reduced. A copy of the Surcharge Rider is included as Attachment 3.

In accordance with Ukiah City Code Division 4, Chapter 6 Sections 3950 through 3957, the City Council will hold a public hearing on August 17, 2022, to receive the City Manager's Report and consider the adoption, by

resolution, of the proposed Power Cost Surcharge Rider. The Staff Report and the City Manager's Report are to be considered the same report and have been amended hereto.

Staff recommends adopting the Resolution (Attachment 4) establishing a Power Cost Surcharge Rider.

Recommended Action: Adopt Resolution establishing the Power Cost Surcharge Rider.

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, Dan Buffalo, Finance Director

Approved: 
Sage Sangiacomo, City Manager

City of Ukiah Electric Rates

Residential Service Electric Rate E1, E2*

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

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

BASELINE QUANTITIES (kWh PER MONTH)

	WINTER (Nov 1-Apr 30)	SUMMER (May 1 -Oct 31)
Basic Service (E1)	360	360
All Electric E2*	660	360

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

City of Ukiah Electric Rates

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

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

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

WINTER (Nov 1 – Apr 30)

SUMMER (May 1 – Oct 31)

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

City of Ukiah Electric Rates

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

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

Demand Charge

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

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

WINTER (Nov 1 – Apr 30)

SUMMER (May 1 – Oct 31)

City of Ukiah Electric Rates

Industrial Service with Demand Electric Rate I1

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

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

Demand Charge

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

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

WINTER (Nov 1 – Apr 30)

SUMMER (May 1 – Oct 31)

City of Ukiah Electric Rates

Ukiah Green Energy Program

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

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

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

Summer Readiness 2022 & Market Conditions



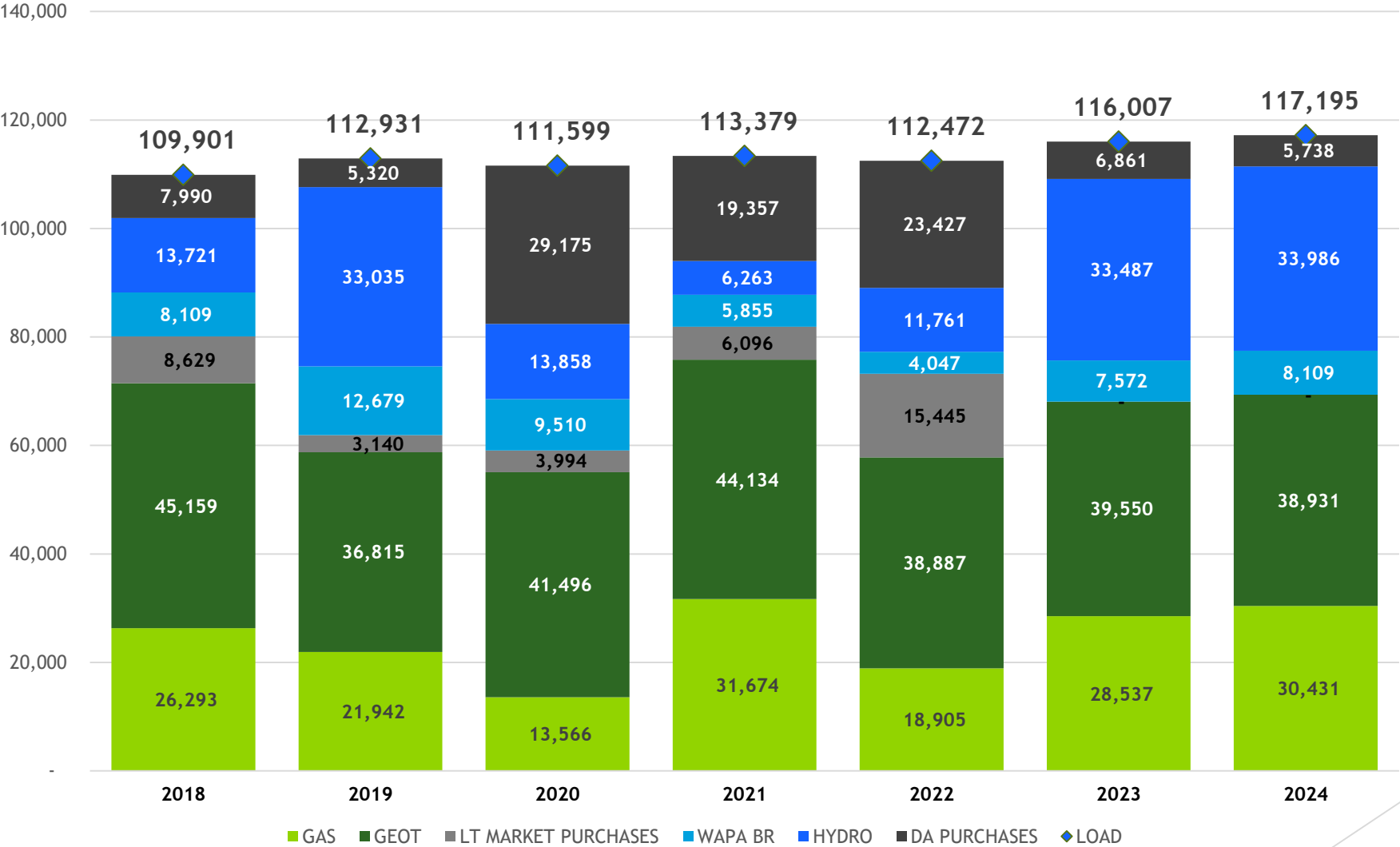
California Energy Policy

Among the most aggressive in the world

California projects a 1700MW shortage of energy this summer!

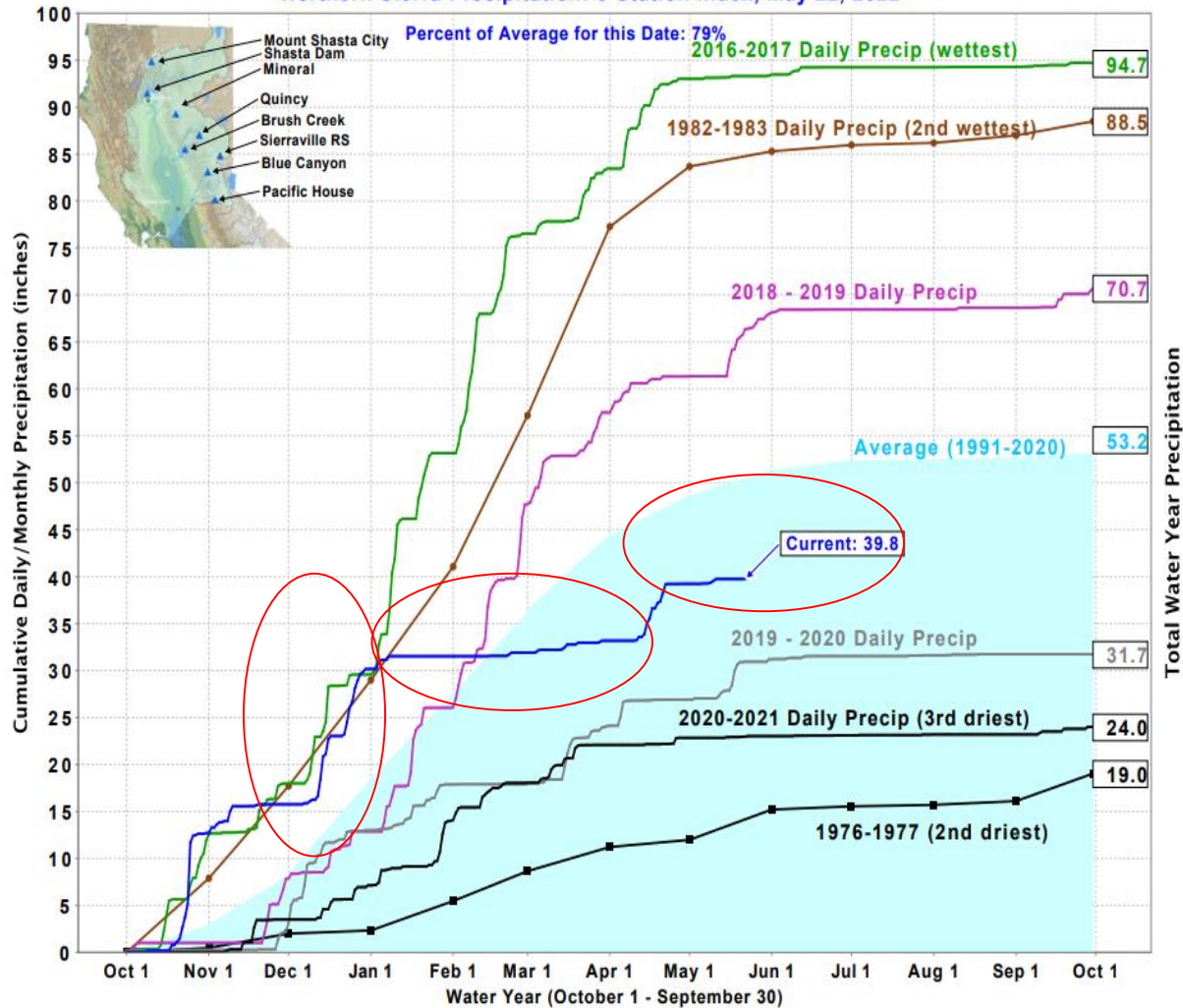
- 3700MW of natural gas plants scheduled for retirement in 2023
- 2280MW of nuclear generation scheduled for retirement in 2025
- ≈ 12000MW of generation planned - not procured or built

UKIAH LOAD & RESOURCES
(MWh)

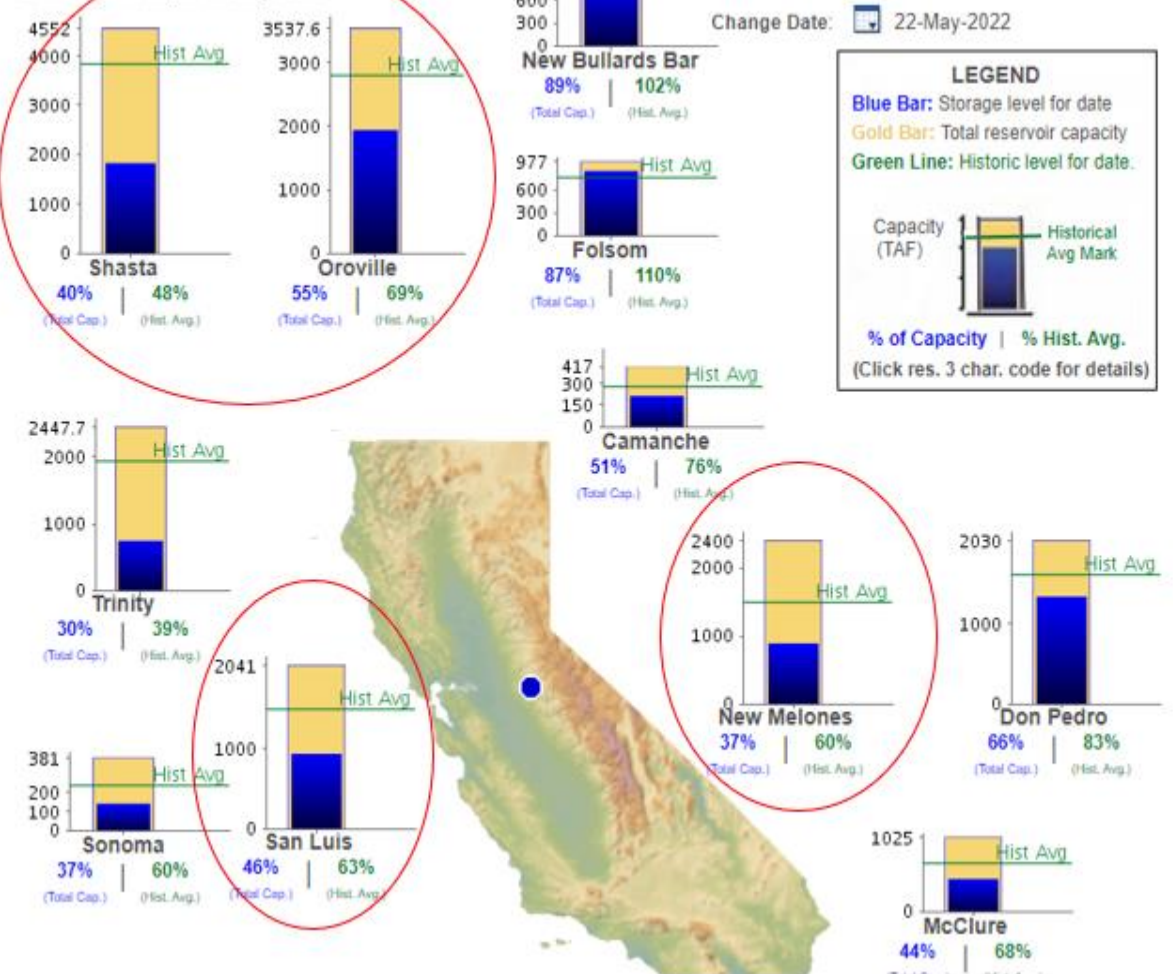


Market Pressures - Drought

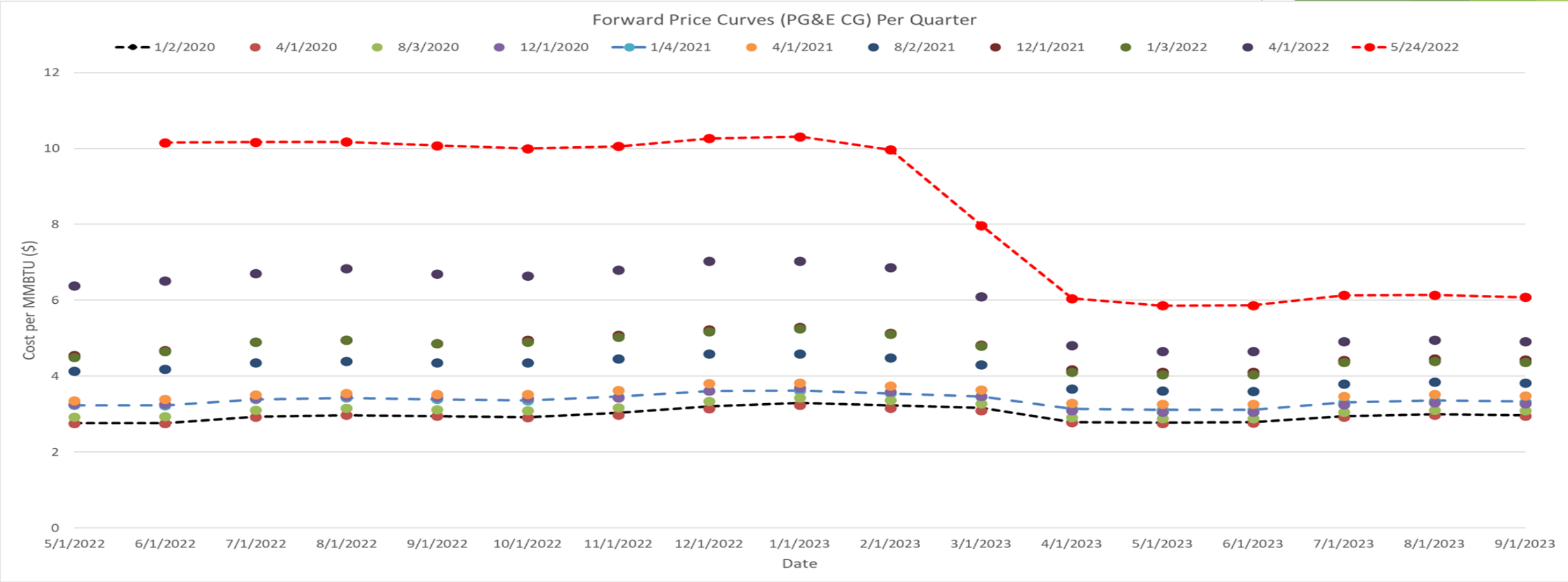
Northern Sierra Precipitation: 8-Station Index, May 22, 2022



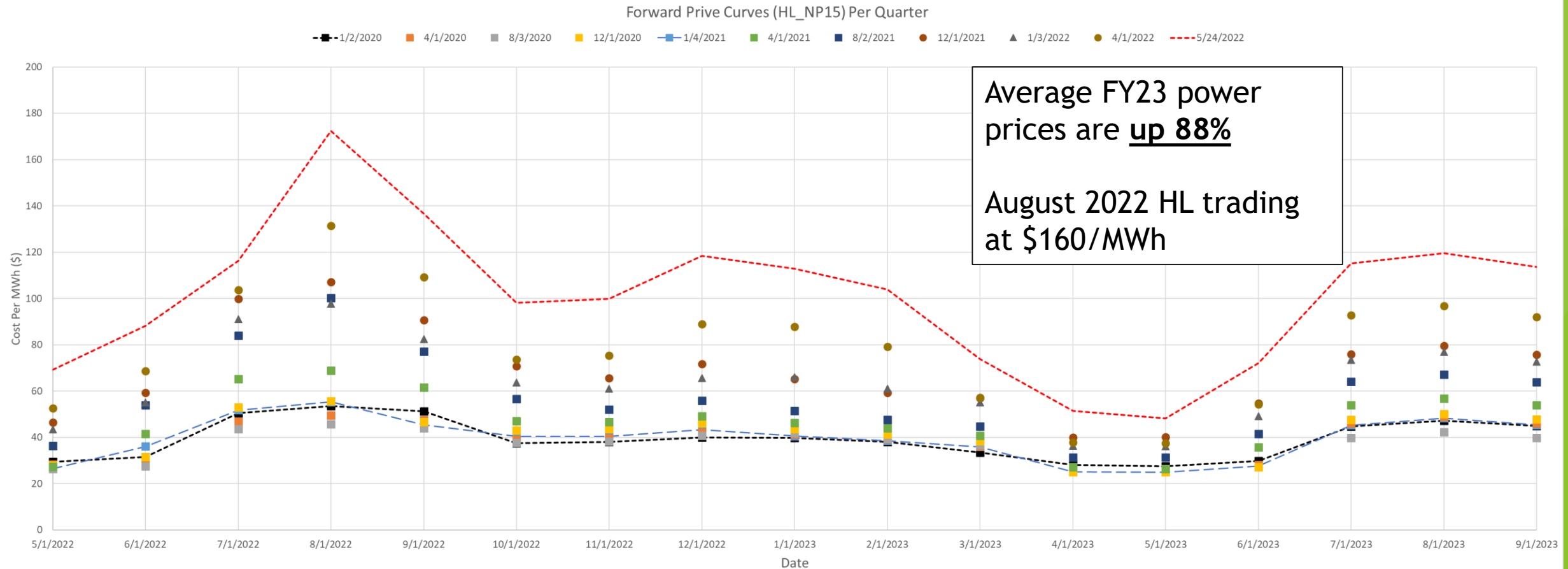
Data as of Midnight: 22-May-2022



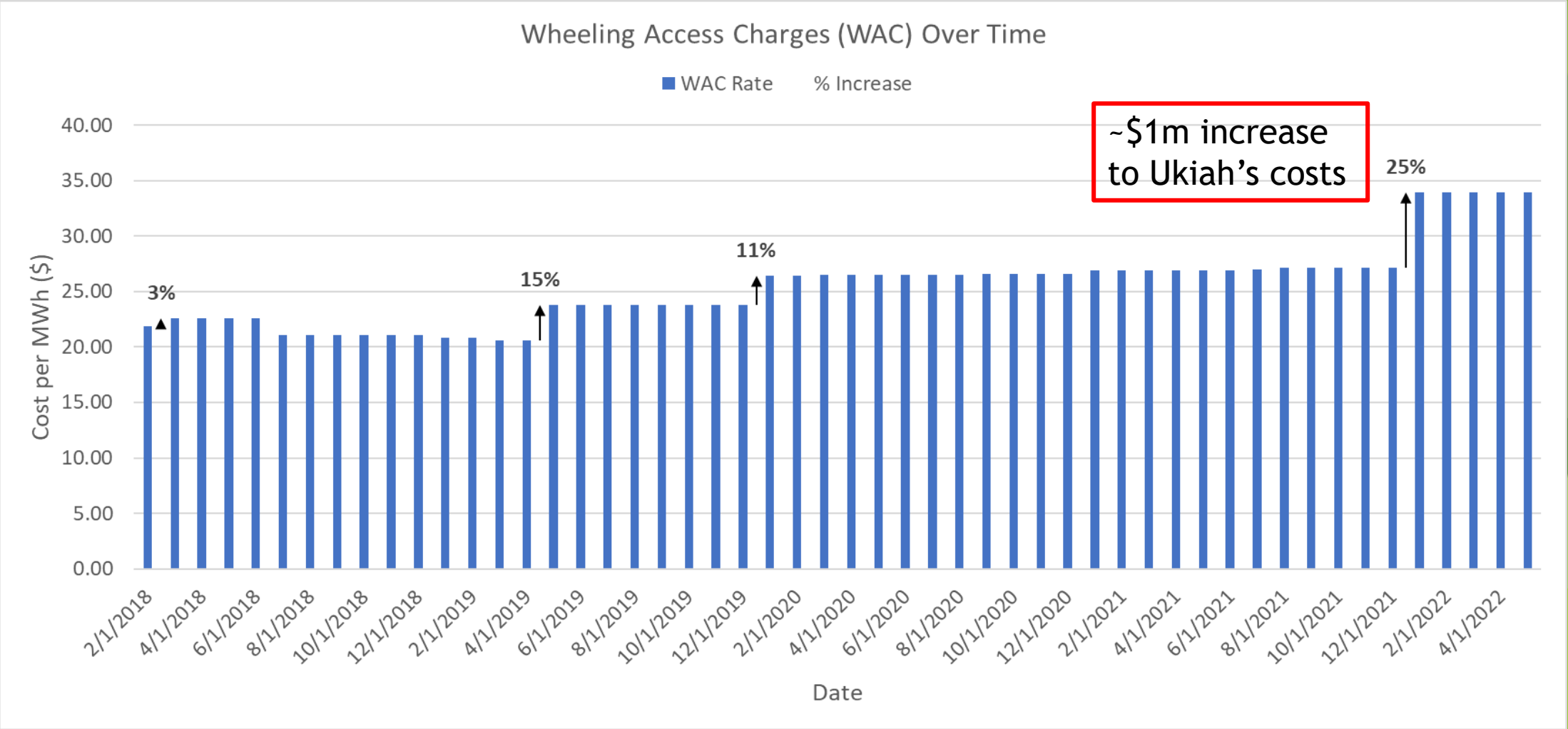
Market Pressures - Gas Forwards



Market Pressures - Electric Forwards

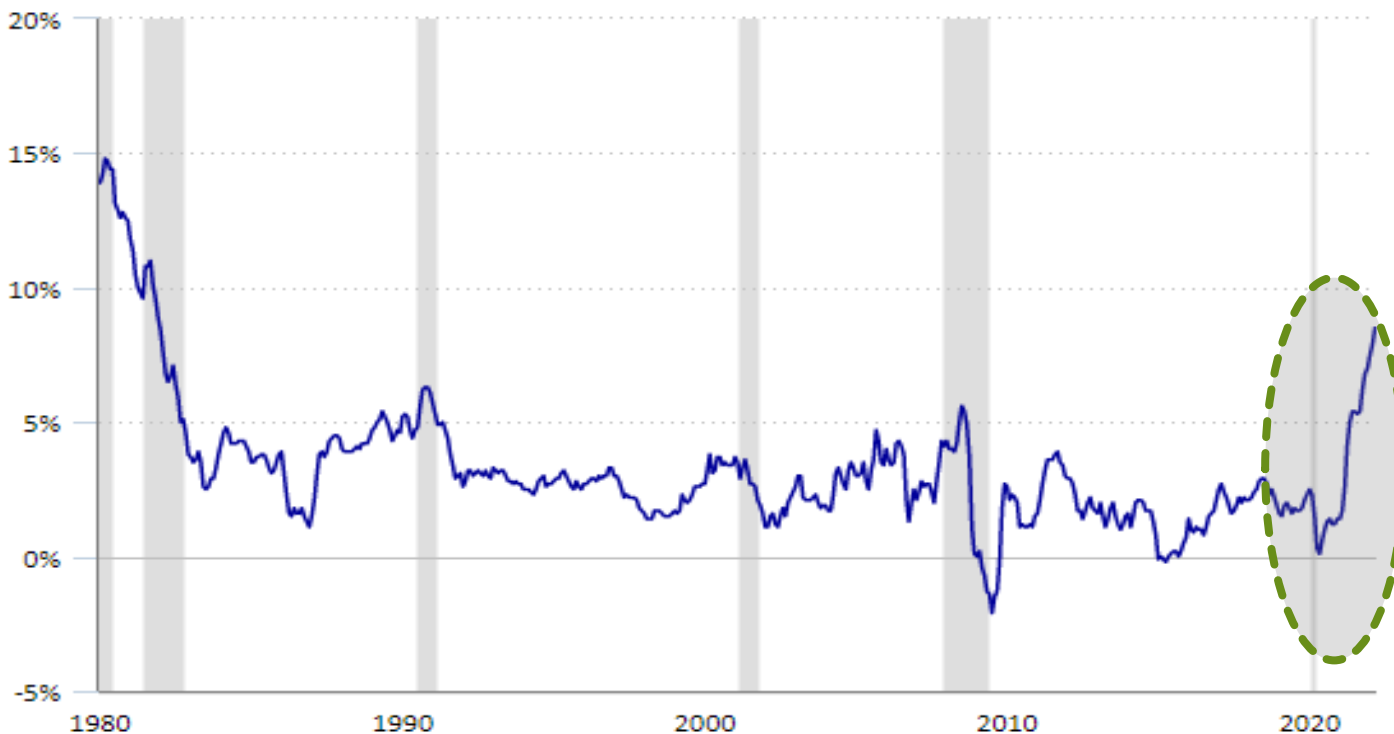


Budget Pressures - Transmission



Market Pressures - Inflation 8.3%

12-month percentage change in Consumer Price Index, January 1980–March 2022



Hover over chart to view data.

Shaded areas represent recessions as determined by the National Bureau of Economic Research.

Source: U.S. Bureau of Labor Statistics.

June 2021

Janet Yellen (Treasury Secretary and former Fed Chair) stated recent rise in prices was “transitory” and will subside

October 2021

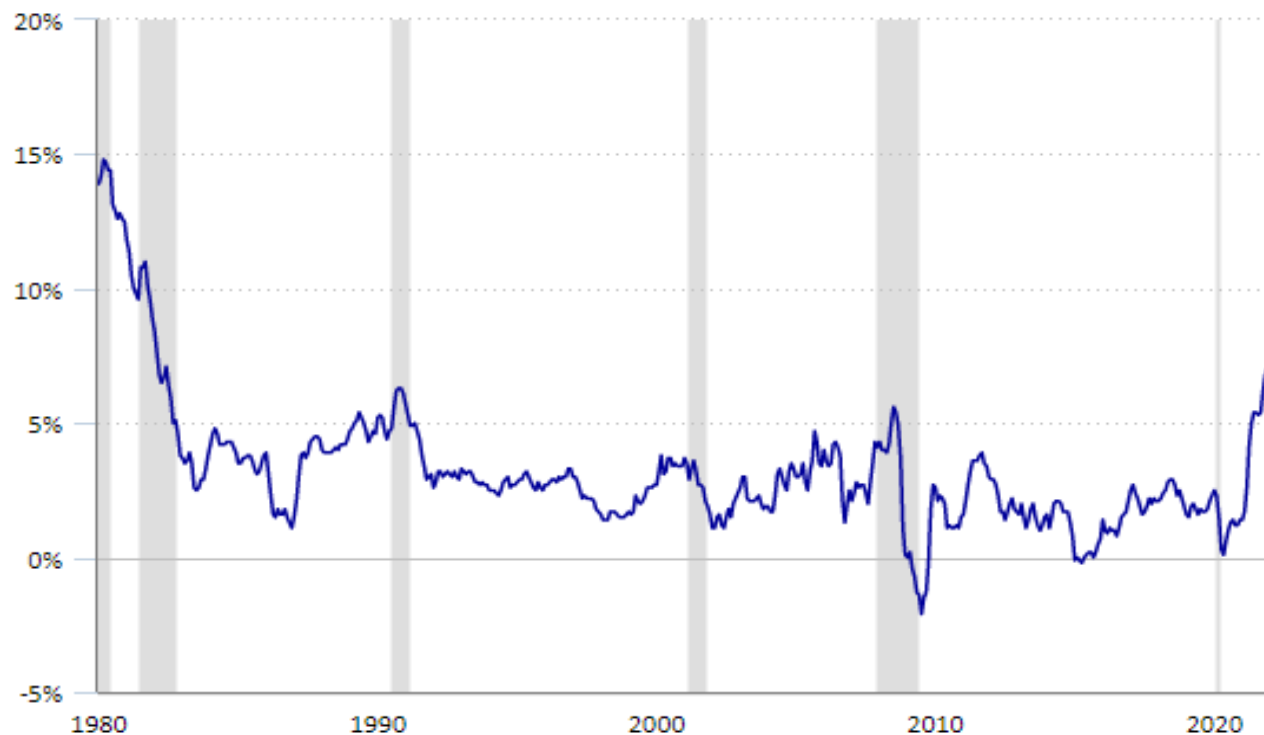
Janet Yellen said inflation would hit 3% but pricing pressures would be “transitory”

December 2021

Janet Yellen says it’s time to stop calling inflation “transitory”

Market Pressures - Inflation 8.3%, Energy 32% (BLS)

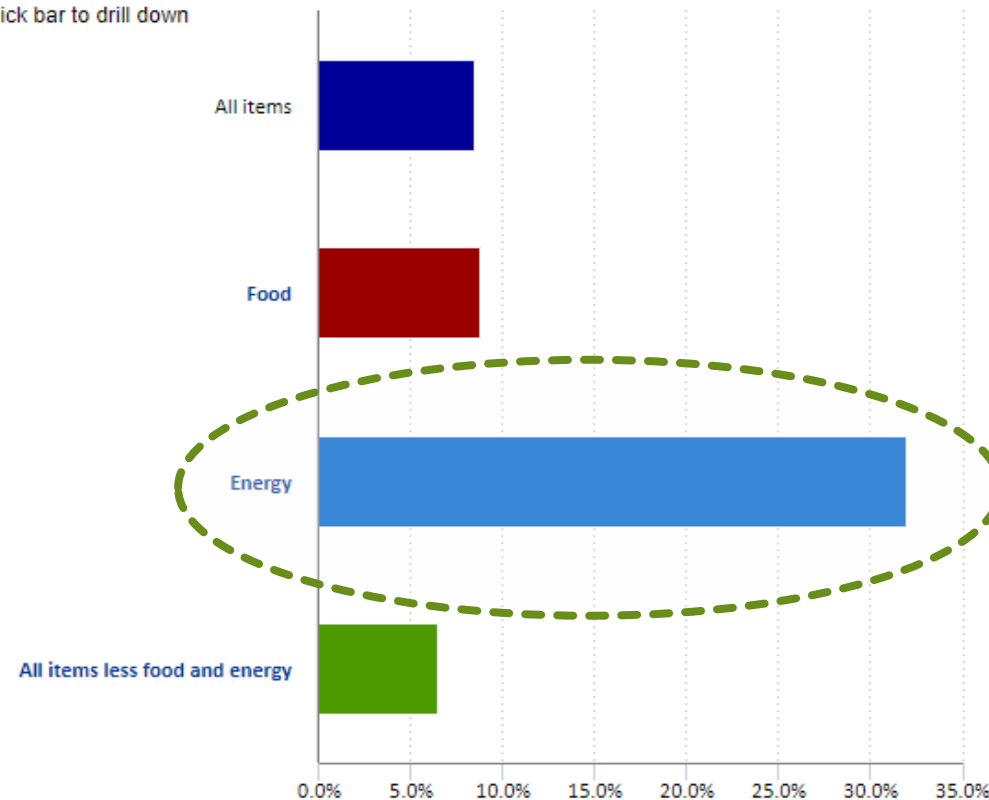
12-month percentage change in Consumer Price Index, January 1980–March 2022



Hover over chart to view data.
Shaded areas represent recessions as determined by the National Bureau of Economic Research.
Source: U.S. Bureau of Labor Statistics.

12-month percentage change, Consumer Price Index, selected categories, March 2022

Click bar to drill down



Hover over chart to view data.
Source: U.S. Bureau of Labor Statistics.

Market Pressures - Shrinking Supply

- ▶ NCPA's 10y forecast assumes a normal/average operating year; however
- ▶ NCPA adjusted forecasted Hydro generation down significantly
- ▶ Antelope 1B COD postponed due to Federal action on solar panels
- ▶ Western's May 2022 BR forecast was 21% less than its April 2022 forecast for May 2022 and 8% less for June 2022
- ▶ Lodi Energy Center (LEC) on outage through June 19th and derated for the balance of 2022 (at least) to ~225 MW
- ▶ Supply chain issues canceling or postponing new projects
 - ▶ CAISO - Elliot Mainzer, "unlikely we don't have outages in summer 2022"

Question: Are these elevated market prices here to stay?

Ukiah's NCPA Budget 2018-2023

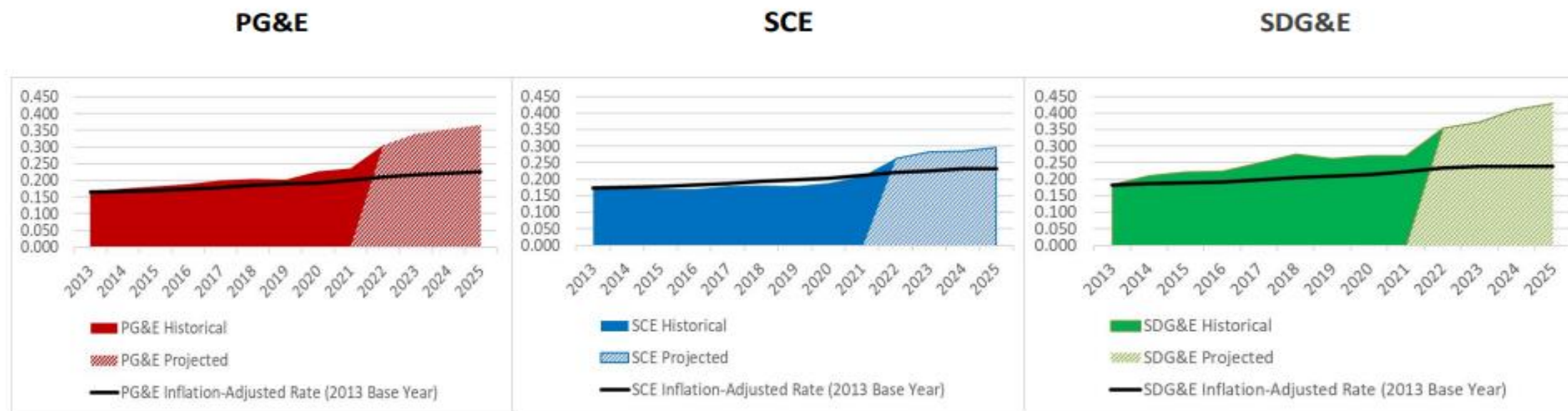
							June 2021 Forecast		
		FY18	FY19	FY20	FY21	FY22	FY23		
Generation Resources									
	Hydro, Geothermal, CT1, CT2, LEC	\$ 1,747,632	\$ 1,862,602	\$ 1,724,219	\$ 2,264,170	\$ 2,462,402	\$ 2,119,518		
	Resources, Western, Load Aggregation	4,342,786	4,261,661	3,295,981	4,048,140	4,435,368	4,868,271		
Total Generation Resources		6,090,418	6,124,263	5,020,200	6,312,310	6,897,770	6,987,789		
Transmission									
	CAISO	2,569,846	2,778,748	2,602,286	3,051,481	3,178,037	3,177,075		
Management Services									
	L&R	108,748	104,654	101,859	104,818	97,774	100,362		
	Judicial Action	24,048	18,991	16,484	12,141	7,573	7,752		
	Power Management	444,712	460,311	346,596	325,604	336,124	386,555		
	PM Service Revenue	(22,459)	(74,239)	(63,138)	(52,598)	(61,430)	(40,649)		
Total Management Services		555,049	509,717	401,801	389,965	380,041	454,020		
Passthrough									
	Passthrough Costs	19,156	25,149	21,139	22,159	28,973	29,661		
JPA Assessment									
	Credits to Participants	(645)	(799)	(1,415)	(1,223)	(758)	(894)		
Total		\$ 9,233,824	\$ 9,437,078	\$ 8,044,011	\$ 9,774,692	\$ 10,484,063	\$ 10,647,651		

Ukiah's NCPA Budget 2018-2023

							June 2021 Forecast	April 2022 Approved
		FY18	FY19	FY20	FY21	FY22	FY23	FY23
Generation Resources								
	Hydro, Geothermal, CT1, CT2, LEC	\$ 1,747,632	\$ 1,862,602	\$ 1,724,219	\$ 2,264,170	\$ 2,462,402	\$ 2,119,518	\$ 781,182
	Resources, Western, Load Aggregation	4,342,786	4,261,661	3,295,981	4,048,140	4,435,368	4,868,271	7,591,996
Total Generation Resources		6,090,418	6,124,263	5,020,200	6,312,310	6,897,770	6,987,789	8,373,178
Transmission								
	CAISO	2,569,846	2,778,748	2,602,286	3,051,481	3,178,037	3,177,075	4,091,786
Management Services								
	L&R	108,748	104,654	101,859	104,818	97,774	100,362	109,823
	Judicial Action	24,048	18,991	16,484	12,141	7,573	7,752	12,414
	Power Management	444,712	460,311	346,596	325,604	336,124	386,555	378,662
	PM Service Revenue	(22,459)	(74,239)	(63,138)	(52,598)	(61,430)	(40,649)	(53,227)
Total Management Services		555,049	509,717	401,801	389,965	380,041	454,020	447,672
Passthrough								
	Passthrough Costs	19,156	25,149	21,139	22,159	28,973	29,661	22,037
JPA Assessment								
	Credits to Participants	(645)	(799)	(1,415)	(1,223)	(758)	(894)	(1,834)
Total		\$ 9,233,824	\$ 9,437,078	\$ 8,044,011	\$ 9,774,692	\$ 10,484,063	\$ 10,647,651	\$ 12,932,839

Market Pressures - IOUs

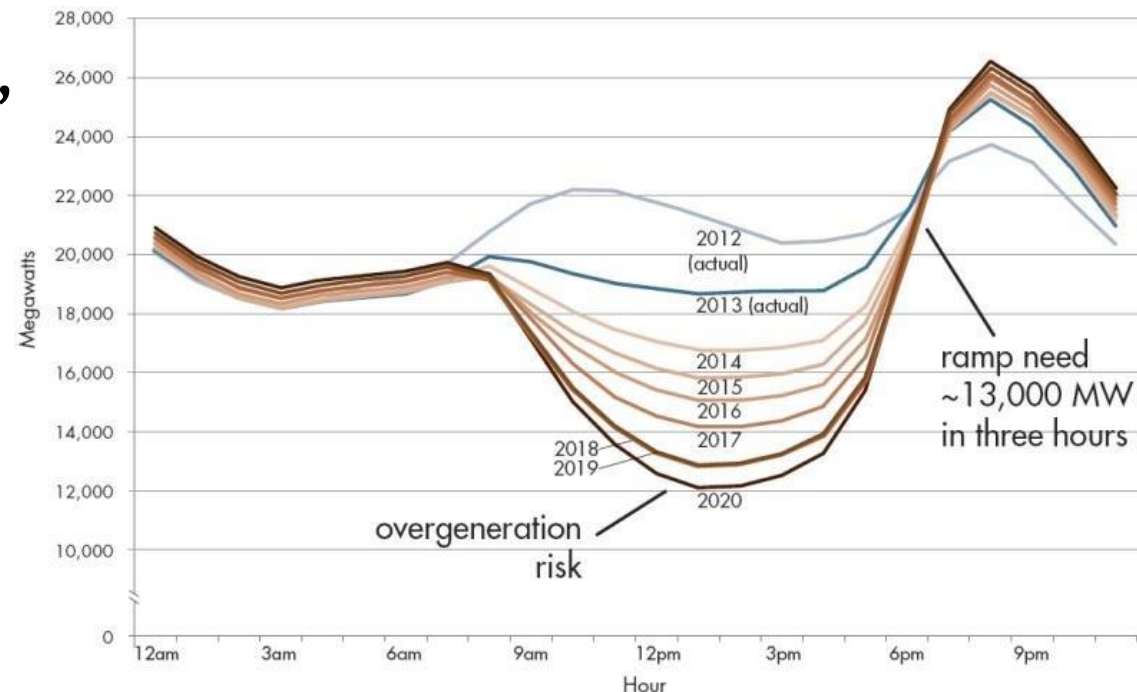
Projected Residential Rate Growth Expected for California IOUs (\$/kWh)



By 2030, bundled residential rates are forecasted to be approximately **40% (PG&E)**, **20% (SCE)**, and **70% (SDG&E) higher** than they would have been if 2013 rates for each IOU had grown at the rate of inflation.

What are Rolling Blackouts VS PSPS Events?

- CALISO - California Independent System Operator
 - Manages flow of electricity on CA's transmission lines / dispatch generation
- 4pm-10pm - High load, solar declining
- Need “spinning reserves”



Questions?



RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING THE POWER COST SURCHARGE RIDER

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

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

WHEREAS: In accordance with the Ukiah City Code Division 4, Chapter 6, Sections 3950 through 3957, the City Council will hold a public hearing on August 17, 2022, to receive the City Manager’s Report and consider adopting a resolution to establish a Power Cost Surcharge Rider. Legal notices were published successfully in accordance with City Code section 3953; and

WHEREAS: The cost of service rates established to provide Ukiah customers with power include generation, transmission, and distribution components; and

WHEREAS: The Electric Utility has experienced cost pressures brought upon by the California energy market’s price volatility due to drought, natural gas prices, inflation and geopolitical issues; and

WHEREAS: The Electric Utility rates and budgets were based on cost of energy projections in January 2022, but which fall short of the actual cost of energy purchased to provide Ukiah customer’s with electricity due to the market’s volatility; and

WHEREAS: To meet these challenges and ensure that the Utility is fully recouping the cost to deliver power to Ukiah customers, a Power Cost Surcharge will be implemented, adjusted bi-annually and effective October 1st and April 1st every year. The Power Cost Surcharge will be based on the actual difference of the cost to provide power less the cost projected in January 2022; and

WHEREAS: Under California Proposition 26, court rulings have indicated that electric rates must meet the cost of service requirements of the utility. The proposed Power Cost Surcharge, based on actual costs, will meet the Proposition 26 requirements; and

WHEREAS: The City Manager and Staff recommend proceeding with the proposed Power Cost Surcharge Rider as outlined in Exhibit A; and

WHEREAS: Beginning October 1, 2022, the Power Cost Surcharge will be applied to all customers usage and modified and applied, either up or down, based on actual costs on April 1st and October 1st every year, thereafter.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ukiah hereby adopts the Proposed Power Cost Surcharge Rider, as set forth in Exhibit A.

BE IT FURTHER RESOLVED

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah on the 17th day of August 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk

Exhibit A

City of Ukiah Power Cost Surcharge Rider

The Power Cost Surcharge (Surcharge) is a per kilowatt-hour (kWh) charge that is used to ensure an adequate revenue stream to cover all power costs incurred by Ukiah Electric's system: including generation, management of Utility owned facilities, and transmission costs through Northern California Power Agency (NCPA). The Surcharge will be assessed to all customers as an additional charge per kWh to their standard rate.

Calculation:

A 12-month running sum of actual metered dollars invoiced and metered kWh of load for the previous 12 months of the NCPA Net All Resources Bill (ARB) will be maintained. The Surcharge Factor for a particular month will be calculated as the previous 12-month sum of actual metered NCPA net ARB invoiced amounts divided by the previous 12-month sum of the NCPA ARB metered kWh monthly loads adjusted for distribution losses. The Surcharge is set as the difference between Surcharge Factor of the semi-annual month and the January 2022 Surcharge Factor. The Surcharge can be negative or positive.

The Surcharge is implemented semi-annually on October 1st and April 1st, with the first Power Cost Surcharge to begin on October 1, 2022.

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING THE POWER COST SURCHARGE RIDER

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

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

WHEREAS: In accordance with the Ukiah City Code Division 4, Chapter 6, Sections 3950 through 3957, the City Council will hold a public hearing on August 17, 2022, to receive the City Manager’s Report and consider adopting a resolution to establish a Power Cost Surcharge Rider. Legal notices were published successfully in accordance with City Code section 3953; and

WHEREAS: The cost of service rates established to provide Ukiah customers with power include generation, transmission, and distribution components; and

WHEREAS: The Electric Utility has experienced cost pressures brought upon by the California energy market’s price volatility due to drought, natural gas prices, inflation and geopolitical issues; and

WHEREAS: The Electric Utility rates and budgets were based on cost of energy projections in January 2022, but which fall short of the actual cost of energy purchased to provide Ukiah customer’s with electricity due to the market’s volatility; and

WHEREAS: To meet these challenges and ensure that the Utility is fully recouping the cost to deliver power to Ukiah customers, a Power Cost Surcharge will be implemented, adjusted bi-annually and effective October 1st and April 1st every year. The Power Cost Surcharge will be based on the actual difference of the cost to provide power less the cost projected in January 2022; and

WHEREAS: Under California Proposition 26, court rulings have indicated that electric rates must meet the cost of service requirements of the utility. The proposed Power Cost Surcharge, based on actual costs, will meet the Proposition 26 requirements; and

WHEREAS: The City Manager and Staff recommend proceeding with the proposed Power Cost Surcharge Rider as outlined in Exhibit A; and

WHEREAS: Beginning October 1, 2022, the Power Cost Surcharge will be applied to all customer’s usage and modified and applied, either up or down, based on actual costs on April 1st and October 1st every year, thereafter.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ukiah hereby adopts the Proposed Power Cost Surcharge Rider, as set forth in Exhibit A.

BE IT FURTHER RESOLVED

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah on the 17th day of August 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk

Exhibit A

City of Ukiah Power Cost Surcharge Rider

The Power Cost Surcharge (Surcharge) is a per kilowatt-hour (kWh) charge that is used to ensure an adequate revenue stream to cover all power costs incurred by Ukiah Electric's system: including generation, management of Utility owned facilities, and transmission costs through Northern California Power Agency (NCPA). The Surcharge will be assessed to all customers as an additional charge per kWh to their standard rate.

Calculation:

A 12-month running sum of actual metered dollars invoiced and metered kWh of load for the previous 12 months of the NCPA Net All Resources Bill (ARB) will be maintained. The Surcharge Factor for a particular month will be calculated as the previous 12-month sum of actual metered NCPA net ARB invoiced amounts divided by the previous 12-month sum of the NCPA ARB metered kWh monthly loads adjusted for distribution losses. The Surcharge is set as the difference between Surcharge Factor of the semi-annual month and the January 2022 Surcharge Factor. The Surcharge can be negative or positive.

The Surcharge is implemented semi-annually on October 1st and April 1st, with the first Power Cost Surcharge to begin on October 1, 2022.



AGENDA SUMMARY REPORT

SUBJECT: Discussion and Possible Adoption of Resolutions Amending the Procedures for Purchasing Thresholds and Change Order Limits.

DEPARTMENT: Finance

PREPARED BY: Mary Horger, Financial Services Manager

PRESENTER: Mary Horger, Financial Services Manager

ATTACHMENTS:

1. 2015-10 CC Reso - Amending Dollar Limits for Open Market Procurements
2. 2011-49 change order limits
3. Draft Revised Purchasing Threshold Resolution REVdrREDLINE (4)vsMH - Final Draft
4. Draft Revised Resolution for Change Order Limits DRredits - Final Draft

Summary: Council will consider adopting resolutions amending the dollar limits for informal purchases authorized by Ukiah City Code Section 1522, as well as amending the change order limits.

Background: In 2015, the City Council adopted resolution 2015-10 (Attachment 1) revising the dollar limits for informal purchases authorized by Ukiah City Code Section 1522. That section authorizes the use of open market purchasing and informal bidding for the purchase of supplies and equipment, personal service contracts, and certain public works construction contracts.

The limits are currently the following:

Council Reporting Limit:

- >\$10,000 to \$20,000 for personal services and maintenance contracts
- >\$20,000 to \$30,000 for materials and equipment and public works-type contracts

Required Council Award:

- >\$20,000 for personal services & maintenance contracts
- >\$30,000 for materials and equipment, and public works-type contracts

Additionally, the resolution removed limits on the following purchases of consumables:

- a. Electric Utility purchases of:
 - i. Conductor cable
 - ii. Power poles
 - iii. Transformers
 - iv. Vaults
 - v. Switchgear
 - vi. Miscellaneous routine inventory replacement items.
- b. Water and sewer utility purchases of:
 - i. Chemicals for water and wastewater treatment; and
 - ii. Miscellaneous routine inventory replacement items.
- c. Fuel
- d. Software Maintenance Contracts
- e. Purchases of supplies and services used for catering events and private party activities, which are fully reimbursed by clients/customers utilizing City event services (e.g. Conference Center).

In 2011, Council adopted Resolution No. 2011-49 (Attachment 2) delegating authority to City officials to issue change orders at the following limits:

Maintenance and Personal Service Contracts:

10% of the original contract amount, or \$5,000, whichever is greater.

Supply and Equipment Contracts:

10% of the original contract amount.

Discussion: Staff proposes to amend Resolution No. 2015-10 (please see draft resolution provided in Attachment 3) for procedures for purchasing thresholds as follows:

1) Revise the purchasing thresholds for the following purchases:

Council Reporting Limit:

>\$40,000 to \$60,000 for personal services, maintenance, materials and equipment, and public works-type contracts

Required Council Award:

>\$60,000 for personal services; maintenance, materials and equipment, and public works-type contracts

The proposed \$60,000 threshold was chosen to align with the California Uniform Cost Accounting Act's dollar threshold limit for performance of public projects by force account, by negotiated contract, or by purchase order.

2) Add to the resolution a dollar threshold where departments are given delegated authority to perform their own purchasing, without going through the Purchasing Department, for any purchase that does not exceed \$5,000.

3) Add the following to the list of items that are exempt from Council reporting and awarding requirements:

- Plant Maintenance Items: valves, variable-frequency drives, and motor repairs/replacements
- Fleet Maintenance Items: parts and repairs needed to get critical vehicles/equipment back into service
- Fire Foam
- Laboratory Testing Services
- Items purchased for resale

Staff is also recommending revising Resolution No. 2011-49 (please see draft resolution provided in Attachment 4) for delegated authority to City officials to issue change orders as follows:

Maintenance and Personal Service Contracts:

10% of the original contract amount, or \$10,000, whichever is greater.

Supply and Equipment Contracts:

No Change

Public Project Contracts:

10% of the original contract amount, or \$10,000, whichever is greater.

The result of these changes will be:

1. Standardized thresholds across the board for all purchases.
2. Align the Council award threshold with the California Uniform Cost Accounting Act.
3. Improved efficiency and utilization of staff time with the elimination of lower dollar threshold requirements.
4. Increased administrative flexibility for staff.

The recommended action is to adopt the resolution amending the procedures for purchasing thresholds and change order limits.

Recommended Action: Adopt resolutions amending the procedures for purchasing thresholds and change order limits.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Dan Buffalo, Finance Director, and Dave Rapport, City Attorney

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2015-10

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING THE DOLLAR LIMITS FOR OPEN MARKET PROCUREMENTS PURSUANT TO UKIAH CITY CODE SECTION 1522.

WHEREAS,

1. Ukiah City Code ("UCC") Section 1522 specifies when contracts for supplies and equipment, maintenance, and personal services may be awarded without additional notice to the City Council, when the contract may be awarded without prior City Council approval, but must be reported to the City Council at its next regular meeting after the purchase has been made, and when the award of the contract requires prior City Council approval; and
2. The above-described treatment of these purchases depends on the dollar amount of the purchase; and
3. Subsection D.1 in UCC Section 1522 authorizes the City Council to revise the dollar limits specified for contracts for supplies and equipment, maintenance, and personal services by resolution without amending the City Code; and
4. Open market purchases authorized by Section 1522 may be used only if the purchase is included within an approved fund account and an unencumbered appropriation exists in the fund against which the purchase may be charged; and
5. This resolution amends and replaces Resolution No. 2012-13, adopted on March 7, 2012.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The dollar limits in UCC Section 1522.B.1, governing Supply and Equipment Contracts, except as provided in paragraph 5, below, C.2.a, are changed from \$10,000 to \$30,000 and from \$5,000 to \$20,000, respectively.
2. The dollar limits in UCC Section 1522.C.2.a, governing Maintenance Contracts, and C.3.a. governing Personal Service Contracts, are changed from \$10,000 to \$20,000 and from \$5,000 to \$10,000, respectively.
3. The dollar limit in UCC section 1522.B.2, governing Supply and Equipment Contracts, except as provided in paragraph 5, below, are changed from \$10,000 to \$30,000.
4. The dollar limit in UCC Section 1522.C.2.b, governing Maintenance Contracts and C.3.b, governing Personal Service Contracts, are increased from \$10,000 to \$20,000.

5. The dollar limits in UCC Section 1522.B.1, governing Supply and Equipment Contracts, are eliminated for the following purchases of consumables:
- a. Electric utility purchases of:
 - i. Conductor cable;
 - ii. Power poles;
 - iii. Transformers;
 - iv. Vaults;
 - v. Switchgear
 - vi. Miscellaneous routine inventory replacement items.
 - b. Water and sewer utility purchases of:
 - i. Chemicals for water and wastewater treatment; and
 - ii. Miscellaneous routine inventory replacement items.
 - c. Fuel
 - d. Software Maintenance Contracts
 - e. Purchases of supplies and services used for catering events and private party activities, which are fully reimbursed by clients/customers utilizing City event services (e.g. Conference Center).
6. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 1st day of April, 2015, by the following roll call vote:

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



Steve Scalmanini, Vice Mayor

ATTEST:



Kristine Lawler, City Clerk

RESOLUTION NO. 2011-49

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
DELEGATING AUTHORITY TO CITY OFFICIALS TO ISSUE CHANGE ORDERS ON
SUPPLY AND EQUIPMENT PURCHASES, MAINTENANCE CONTRACTS
AND PERSONAL SERVICES CONTRACTS**

WHEREAS,

1. The City of Ukiah frequently purchases supplies, materials and equipment, and enters into maintenance and personal services contracts, as defined in Ukiah City Code Section 1522.A, which includes professional services contracts or other service contracts, and
2. In the course of such purchases it is sometimes necessary to execute routine change orders to authorize additional expenditures not contemplated when the original contract was entered; and
3. The responsible City department head, with the approval of the City Manager, is the appropriate party to execute routine change orders when those are necessary to satisfactorily complete projects budgeted by the City Council, but these City officials require guidance for determining when a change order is routine,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Authority to execute routine change orders in connection with supply and equipment contracts is hereby delegated to the City department head responsible for managing the contract; provided the department head secures the approval of the City Manager. As used in this Section 1, "routine change order" means a change order for which the City estimates that the total additional cost of the change order will not exceed ten percent (10%) of the original contract sum; provided that no change order may cause the total contract price, including the change order, to exceed the total amount that the City Council has previously budgeted for those services, unless the Council separately authorizes an additional appropriation.
2. Authority to execute routine change orders in connection with maintenance and personal services contracts, as defined in Ukiah City Code Section 1522.A, is hereby delegated to the City department head responsible for managing the contract; provided the department head secures the approval of the City Manager. As used in this Section 2, "routine change order" means a change order for which the City estimates that the total

additional cost of the change order will not exceed ten percent (10%) of the original contract sum or \$5,000 whichever is greater; provided that no change order may cause the total contract price, including the change order, to exceed the total amount that the City Council has previously budgeted for those services, unless the Council separately authorizes an additional appropriation.

3. This delegation of authority shall apply to all supply and equipment purchases, and maintenance and personal services contracts pending on the date of this resolution or hereafter approved.

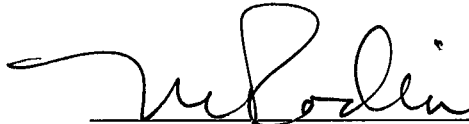
PASSED AND ADOPTED this 16th day of November, 2011, by the following roll call vote:

AYES: Councilmembers Landis, Thomas, Crane, Baldwin, and Mayor Rodin

NOES: None

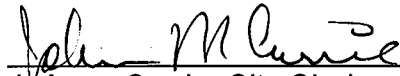
ABSTAIN: None

ABSENT: None



Mari Rodin, Mayor

ATTEST:


JoAnne Currie, City Clerk

RESOLUTION NO. _____

AMENDING AND REPLACING RESOLUTION NO. 2015-10

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
INCREASING THE DOLLAR LIMITS FOR OPEN MARKET PROCUREMENTS
PURSUANT TO UKIAH CITY CODE SECTION 1522**

WHEREAS,

1. Ukiah City Code ("UCC") Section 1522 specifies when contracts for supplies and equipment, maintenance, Public Projects and personal services may be: (1) awarded without notice to the City Council, (2) without prior City Council approval, but with a report of the award to the City Council at its next regular meeting after the purchase has been made, and (3) only with City Council approval prior to award of the contract; and
2. The above-described treatment of these purchases depends on the dollar amount of the purchase; and
3. Subsection D.1 in UCC Section 1522 authorizes the City Council to revise the dollar limits specified for contracts for supplies and equipment, maintenance, and personal services by resolution without amending the City Code; and
4. Open market purchases authorized by Section 1522 may be used only if the purchase is included within an approved fund account and an unencumbered appropriation exists in the fund against which the purchase may be charged; and
5. Under UCC Section 1503 the City Manager as the City's Purchasing Officer with approval of the City Council, may authorize in writing, any department to purchase specified supplies and equipment independently of the Purchasing Department; in conformity with the established procedures and with periodic reports from the departments on the purchases made under such written authorization; and
6. The City Manager as the City's Purchasing Officer has authorized City departments to purchase equipment and supplies and to procure maintenance services, personal services and Public Project services costing \$1,000 or less; and
7. The City Manager proposes to increase that delegation of authority to \$5,000;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Except as provided in paragraph 6 below. the dollar limits in UCC Section 1522.B. 1, governing Supply and Equipment Contracts, is changed from \$30,000 to \$60,000 and from \$20,000 to \$40,000 respectively.

2. The dollar limits in UCC Section 1522.C.1.b.(1), governing Public Project Contracts, are changed from \$30,000 to \$60,000; and in UCC Section 1522.C.2.b.(2), from \$20,000 to \$40,000, respectively.
3. The dollar limits in UCC Section 1522.C.2.a., governing Maintenance Contracts, and C.3.a. governing Personal Service Contracts, are changed from \$20,000 to \$60,000, and from \$10,000 to \$40,000, respectively.
4. The dollar limits in UCC Section 1522.B.1, governing Supply and Equipment Contracts, are eliminated for the following purchases of consumables:
 - a. Electric utility purchases of:
 - i. Conductor cable;
 - ii. Power poles;
 - iii. Transformers;
 - iv. Vaults;
 - v. Switchgear
 - vi. Miscellaneous routine inventory replacement items.
 - b. Water and sewer utility purchases of:
 - i. Chemicals for water and wastewater treatment; and
 - ii. Miscellaneous routine inventory replacement items.
 - c. Fuel
 - d. Software Maintenance Contracts
 - e. Purchases of supplies and services used for catering events and private party activities, which are fully reimbursed by clients/customers utilizing City event services (e.g. Conference Center).
 - f. Plant Maintenance Items: valves, variable frequency drives, and motor repairs/replacements.
 - g. Fleet Maintenance Items: parts and repairs needed to get critical vehicles/equipment back into service.
 - h. Fire foam.
 - i. Laboratory testing services.
 - j. Items purchased for resale.
5. City Departments under the direction of their department heads are delegated authority to enter on behalf of the City contracts for supplies and equipment, maintenance, Public Projects and personal services not to exceed \$5,000, provided the purchase is included within an approved fund account and an unencumbered appropriation exists in the fund against which the purchase may be charged. and that periodic reports are provided in compliance with instructions from the City Manager. Splitting or separating into separate contracts within the \$5,000 limit for the purpose of evading the \$5,000 limit on this delegation of authority is prohibited.

PASSED AND ADOPTED this ____ day of _____, 2022, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
DELEGATING AUTHORITY TO CITY OFFICIALS TO ISSUE
CHANGE ORDERS ON SUPPLY AND EQUIPMENT
PURCHASES, MAINTENANCE CONTRACTS, PUBLIC PROJECT
CONTRACTS AND PERSONAL SERVICES CONTRACTS**

WHEREAS,

1. The City of Ukiah frequently purchases supplies, materials and equipment, and enters into maintenance, public project and personal services contracts, as defined in Ukiah City Code Section 1522.A, which includes professional services contracts or other service contracts, and
2. In the course of such purchases it is sometimes necessary to execute routine change orders to authorize additional expenditures not contemplated when the original contract was entered; and
3. The responsible City department head, with the approval of the City Manager, is the appropriate party to execute routine change orders when those are necessary to satisfactorily complete projects budgeted by the City Council, but these City officials require guidance for determining when a change order is routine; and
4. This resolution amends and replaces Resolution No. 2011-49, adopted on November 16, 2011.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. **Supply and Equipment Contracts.** Authority to execute routine change orders in connection with supply and equipment contracts is hereby delegated to the City department head responsible for managing the contract; provided the department head secures the approval of the City Manager. As used in this Section 1, "routine change order" means a change order for which the City estimates that the total additional cost of the change order will not exceed ten percent (10%) of the original contract sum; provided that no change order may cause the total contract price, including the change order, to exceed the total amount that the City Council has previously budgeted for those services, unless the Council separately authorizes an additional appropriate.
2. **Maintenance and Personal Service Contracts.** Authority to execute routine change orders in connection with maintenance and personal services contracts, as defined in Ukiah City Code Section 1522.A, is hereby delegated to the City department head responsible for managing the contract; provided the department head secures the approval of the City Manager. As used in this Section 2, "routine change order" means a change order for which the City estimates that the total

additional cost of the change order will not exceed ten percent (10%) of the original contract sum or \$10,000 whichever is greater; provided that no change order may cause the total contract price, including the change order to exceed the total amount that the City Council has previously budgeted for those services, unless the Council separately authorizes an additional appropriation.

3. **Public Project Contracts.** Authority to execute routine change orders in connection with public projects contracts, as defined in Ukiah City Code Section 1522.A, is hereby delegated to the City department head responsible for managing the contract; provided the department head secures the approval of the City Manager. As used in this Section 2, "routine change order" means a change order for which the City estimates that the total additional cost of the change order will not exceed ten percent (10%) of the original contract sum or \$10,000 whichever is greater; provided that no change order may cause the total contract price, including the change order to exceed the total amount that the City Council has previously budgeted for those services, unless the Council separately authorizes an additional appropriation.
4. This delegation of authority shall apply to all supply and equipment purchases, and maintenance and personal services contracts pending on the date of this resolution or hereafter approved.

PASSED AND ADOPTED this ____ day of _____, 2022, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Receive Report Regarding Annual Review of Ordinance for Development of Operating Standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, and Specialty Food and Beverage Sales with Tasting; and Provide Direction to Staff as Necessary.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter, Community Development Director

PRESENTER: Craig Schlatter, Community Development Director

ATTACHMENTS:

1. Ordinance No. 1167
2. Ordinance No. 1210

Summary: Council will receive an annual report from Staff on review of the Ordinance for Development and Operating Standards, within Division 9, Chapter 2, Article 15.6 of Ukiah City Code, for community gardens, live entertainment, outdoor dining, sidewalk cafes, and specialty food and beverage sales with tasting.

Background: On August 3, 2016, City Council adopted Ordinance No. 1167 (Attachment 1), establishing development and operating standards for community gardens, live entertainment, outdoor dining, sidewalk cafes, and specialty food and beverage sales with tasting. The Ordinance also added specific definitions for outdoor dining and sidewalk cafes. Also at the August 3, 2016 meeting, Council requested a one-time review and report on Staff's implementation of the Ordinance, with a specific report of how the Ordinance impacted live entertainment applications. In each of the subsequent years since the first report in 2017, Council has requested additional annual reports from Staff on applications received under Ordinance No. 1167.

In mid-2020 and in response to the COVID-19 pandemic, the City issued an emergency order to provide temporary flexibility and expedited applications for mobile food vending, business signage, and the use of outdoor space (both public and private) through approval of an administrative Temporary Use Permit.

On February 3, 2021, Council adopted an amendment to the development and operating standards for outdoor dining through Ordinance No. 1210 (Attachment 2) that enacted a new process and application. Ordinance No. 1210 allowed businesses to provide permanent outdoor dining structures in the public right-of-way, with approval of a Minor Use Permit from the Zoning Administrator.

Summary statistics for the 2017-2021 reports for Ordinances 1167 and 1210 and Temporary Use Permits are as follows:

16 Temporary Use Permits: Ten (10) outdoor dining permits, four (4) food trucks/stands, one (1) street closure for certain dates for outdoor dining, and one (1) temporary inflatable paint can for advertising.

Two (2) permanent outdoor dining applications approved under Ordinance 1210.

One (1) existing outdoor dining permit renewed under Ordinance 1167.

Discussion: Since the last annual report in 2021, no new applications were received for community gardens, live entertainment, sidewalk cafes, or specialty food and beverage sales with tastings. None of the businesses previously participating in the Outdoor Dining Program renewed their permits. Although business owners did not directly state the reason(s) why they did not resubmit outdoor dining permit applications, it is Staff's opinion that this may be because of Ordinance 1210 and the possibility of securing a permanent outdoor dining use with approval of a minor use permit. Two new applications requesting minor use permits for permanent outdoor dining operations and structures were requested in 2021-2022 and are currently in process.

Staff recommends Council receive this report and provide additional direction as necessary.

Recommended Action: Receive report and provide direction to Staff as necessary.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO. 1167

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING DIVISION 9, CHAPTER 2, ARTICLE 15.6, SECTIONS §9173, §9173.1, §9173.2, §9173.3, §9173.4, §9173.5, §9173.6 TO THE ZONING CODE RELATED TO DEVELOPMENT AND OPERATING STANDARDS FOR: COMMUNITY GARDENS, LIVE ENTERTAINMENT, OUTDOOR DINING, SIDEWALK CAFES, SPECIALTY FOOD AND BEVERAGE SALES WITH TASTING AND AMENDING SECTION §9278 ADDING DEFINITIONS OF OUTDOOR DINNING AND SIDEWALK CAFES

The City Council hereby ordains as follows:

SECTION ONE – FINDINGS

1. Pursuant to the procedures set forth in the Ukiah Municipal Code section 9265, the Official Zoning Ordinance for the City of Ukiah is amended to include development and operational standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, Specialty Food and Beverage Sales with Tasting.
2. Planning Department staff prepared an initial environmental study (IS) in order to evaluate the potential impacts that could result from the Project. Due to the specificity of the standards, the IS concluded the Zoning Ordinance amendments could not have a significant effect on the environment and a Negative Declaration was prepared.
3. The Planning Commission held a duly noticed public hearing on May 11, 2016 and June 16, 2016 after giving notice of said hearing in the manner, for the period, and in the form required by the Ukiah City Code and Government Code sections 65090 and 65091 to consider the Negative Declaration for the Zoning Ordinance Amendments. At the meeting, the Planning Commission received public comment, discussed the initial environmental study, and voted 5-0 to recommend the City Council adopt the negative declaration for the Zoning Ordinance amendments.
4. At the May 11, 2016 and June 16, 2016 public hearing, the Planning Commission conducted a public hearing to consider the Zoning Ordinance Amendments. After receiving public testimony, considering the staff report, and due deliberation, the Planning Commission voted 5-0 to recommend the City Council approve the Zoning Ordinance amendments.
5. The Project is consistent with General Plan Goal ED-1 by supporting economic development, strong businesses, and CD-3 by promoting aesthetically pleasing urban landscapes, and CD-10 preserving and enhancing neighborhood character.

SECTION TWO

Article 15.6 of Chapter 2 of Division 9 of the Ukiah City Code is hereby added to read as follows.

Article 15.6. STANDARDS FOR SPECIFIC LAND USES

§9173 PURPOSE

Sections 9173.2-9173.6 in this Article 15.6 provide site planning, development, and/or operational standards for certain land uses that are allowed in certain zoning districts without discretionary review. The standards for each use are intended to mitigate any potentially adverse impacts associated with the specific use.

§9173.1 APPLICABILITY

The land uses and activities included in sections 9173.2-91.734.6 of this code shall comply with the provisions of the section applicable to the specific land use, in addition to all other applicable provisions of this article and the Ukiah City Code.

- A. Where Allowed: The uses that are subject to the standards in sections 9173.2-9173.6 of this code shall only be located in the zoning districts indicted herein.
- B. Development Standards: The standards for specific land uses included in sections 9173.2-9173.6 of this code are required and supplement those included in the Ukiah City Code. In the event of any conflict between the requirements of sections 9173.2-9173.6 of this code and those included elsewhere in the City Code, the requirements of sections 9173.2-9173.6 of this code shall control.

§9173.2 COMMUNITY GARDENS

Community gardens may be located in any zoning district provided they comply with the following standards and requirements:

- A. Days and Hours of Operation: Seven (7) days a week from seven o'clock (7:00) A.M. until dusk.
- B. Fencing: Fencing is discouraged. When fencing is required to prevent vandalism or theft, trespassing, and/or encroachment by animals, fencing shall comply with the following:
 - 1. Open Fencing: Open fencing (such as chain link, wrought iron, deer) up to seven (7) feet in height, measured from the grade adjacent to the fence to the top of the fence, is allowed at the property line or set back from the property line. This type of fencing allows the garden to be protected and maximizes the size of the garden while creating an open, pedestrian-oriented use consistent with the purposes of this code.
 - 2. Solid Fencing: Solid fencing (such as wood, masonry) is prohibited since this closes off the site to the public realm, presents a solid unbroken surface which is not pedestrian-oriented, and reduces the size of the garden.
- C. Herbicides and Pesticides: All pest and weed control shall be accomplished through organic means using the least toxic methods available. If unsure how to combat pests, weeds, and diseases organically, contact the garden team leader or other qualified professionals or organizations for guidance and resources.
- D. Motorized Equipment: Use of motorized equipment (such as weed eaters, leaf blowers, rototillers) shall be limited to weekdays from eight o'clock (8:00) A.M. to seven o'clock (7:00) P.M. and weekends and holidays recognized by the City of Ukiah from ten o'clock (10:00) A.M. to five o'clock (5:00) P.M.
- E. Noise: Compliance with the City of Ukiah noise ordinance is required, except as indicated in subsection D of this section, Motorized Equipment, which may be more restrictive.
- F. Parking: A minimum of one parking space along the street frontage of the community garden shall be provided. Vehicle use by members of the community garden should be limited to taking supplies to and from the garden, rainy or poor weather, or assisting gardeners with a disabilities Users of the garden shall be encouraged to walk or bike to the site in order to reduce the need for parking and parking impacts on neighboring uses.

- G. Signs: Signs are limited to identification, informational, and directional signs in conformance with the City of Ukiah sign ordinance requirements.
- H. Structures – Accessory: The following accessory structures are allowed: tool sheds, greenhouses, cold-frames, hoop houses, compost bins, rain barrel systems, picnic tables, benches, bike racks, garden art, and fences subject to the development standards of the zoning district in which the community garden is located and the requirements of this section. Commercially maintained portable bathrooms are allowed as accessory structures; provided, that they comply with accessibility standards and comply with the development standards of the zoning district in which the community garden is located.
- I. Water Use: Every effort shall be made to reduce water usage. Drip irrigation is required where feasible. Mulch and compost shall be used in order to reduce the amount of water needed for garden plots.
- J. Prohibitions: Smoking, drinking alcoholic beverages, using illegal drugs, and gambling are prohibited. Weapons, pets and other animals (except service animals) are also prohibited. (Ord. 1139, §2 (Exh. A, 5.030), adopted 2012)

§9173.3 LIVE ENTERTAINMENT

- A. Live entertainment uses may occur in the C-1, C-2, and P-F zoning districts provided they comply with the following standards and requirements:
1. Live entertainment shall commence no earlier than 10:00 a.m. and shall end at 11:00 p.m. and is limited to two times a week.
 2. Live entertainment shall not violate the City of Ukiah noise ordinance
 3. The number of people within a building where live entertainment is performing shall not exceed the occupancy standards contained in the California Building Code or Ukiah City Code.
 4. Businesses desiring to have live entertainment shall provide adequate security during and after live entertainment events.
 5. Parking shall generally comply with the Ukiah City Code, although on-street parking within commercial zoning districts may be included in the number of parking spaces provided for the live entertainment.
 6. Any building proposed for live entertainment shall comply with all Fire Code requirements and shall be reviewed and approved by the Ukiah Fire Marshal.
- B. Management Plan: Prior to the conduct of live entertainment, the applicant shall submit a Management Plan addressing the items listed below. The Management Plan shall be submitted to the Director of Planning and Community Development for review and action. The Director shall distribute the Plan to the Ukiah Police and Fire Departments for review. The Management Plan shall, at a minimum, include the following:
1. Potential for loitering and how the business will preclude loitering
 2. Adequacy of lighting for security and safety purposes.
 3. Adequacy of parking.
 4. Compatibility and suitability with the existing and allowed uses in the area and/or character of the area, including, but not limited to, proximity to sensitive land uses such as residences, schools, parks, daycare facilities, and churches.
 5. Details regarding how security will be provided during and after live entertainment events.

6. Likelihood the use would facilitate the vitality, economic viability, and/or provide recreational or entertainment opportunities in an existing commercial area without presenting a significant impact on health and safety.
7. Hours of operation for the business and hours of proposed live entertainment.
8. Other information deemed necessary on a case-by-case basis.

If the Management Plan is found acceptable by the Police and Fire Departments, as well as the Director of Planning and Community Development, the Director shall make corresponding findings and approve it writing.

- C. Relief from any of the standards or requirements may be sought through the Use Permit process. The Director of Planning and Community Development shall determine whether or not a certain Use Permit is minor or major. The determination shall be based, in part, on how much relief is being sought and the location of the proposed live entertainment and its potential to disrupt the area.

§9173.4 OUTDOOR DINING

On-site outdoor dining may be allowed in the C-N, C-1 and C-2 zoning districts, provided it is incidental to and part of the operation of a restaurant located on the same parcel, and it complies with the standards and requirements listed below.

- A. Purpose: The provisions of this section are intended to allow outdoor dining in association with a restaurant located on the same parcel as the outdoor dining, where the outdoor dining is clearly incidental to the adjacent restaurant use and will not negatively impact the operations and function of the existing restaurant, including parking facilities, pedestrian access and circulation, and disabled access facilities.
- B. Location of Outside Dining: Outdoor dining shall be located on the same site as the restaurant which the outdoor dining will serve. Outdoor dining facilities, such as tables, chairs, umbrellas, etc., shall not be located in pedestrian walkways, required parking spaces, or disabled access facilities (such as parking spaces, walkways, entries, etc.). Outdoor dining areas may be located in landscaped areas if located in such a manner as to not damage the landscaping.
- C. Hours of Operation: Days and hours of operation for the outdoor dining shall not extend beyond the hours of operation for the restaurant which it serves. Tables, chairs, and all other furniture used in the operation of outdoor dining shall be removed from any pedestrian walkways and stored indoors at night and whenever the cafe is not in operation.
- D. Live Entertainment: Outdoor dining shall not be used for live entertainment unless in compliance with section 9173.3 of this code.
- E. Tables, Chairs, Furniture, Signage:
 1. In order to provide adequate and safe ingress/egress, a minimum unobstructed pedestrian walkway width of forty-eight inches (48") or the width of the doors, whichever is greater, shall be maintained. The required width of the unobstructed pedestrian walkway shall extend from the front of the door(s) to the public sidewalk. A reduced width may be approved by the Building Official in compliance with the building code.
 2. A minimum of sixty inches (60") of unobstructed space shall be maintained between exits and any furniture or fixtures related to outdoor dining, or as required by the building code, whichever is greater.

3. All outdoor dining furniture, including tables, chairs, umbrellas, and planters, shall be movable.
 4. Umbrellas shall be secured with a minimum base of not less than sixty (60) pounds and shall leave a vertical clearance of seven feet (7') from the sidewalk surface.
 5. Outdoor heaters are allowed subject to fire and building code compliance. Non-live music and/or speakers may be used provided the music does not violate the City of Ukiah noise ordinance.
 6. No signage shall be allowed in the outdoor dining area except for the name of the establishment on an awning or umbrella fringe and in compliance with this section and Division 3, Chapter 7 of this code (sign ordinance).
- F. Maintenance: The property and/or business owner are responsible for maintaining all outdoor dining furnishings and the outdoor dining area in good condition, including, but not limited to, the following:
1. All outdoor dining furnishings and all exterior surfaces within the outdoor dining area shall be easily cleanable and kept clean and free of debris.
 2. The outdoor dining area and adjacent areas kept in a clean and safe condition.
- G. Food and Beverages: Outdoor dining areas may only serve food and nonalcoholic beverages prepared or stocked for sale at the adjoining indoor restaurant; provided, however, that the service of beer or wine or both, solely for on-premises consumption by customers within the outdoor dining area, may be authorized by the Planning Director and Police Department if each of the following requirements are met:
1. The outdoor dining operation is duly licensed, or prior to the service of any beer or wine, will be duly licensed by State authorities to sell beer or wine for consumption within the outdoor dining area.
 2. The authorized outdoor dining area is identified in a manner which will clearly separate and delineate it from the areas of the sidewalk that will remain open to pedestrian traffic.
 3. One or more signs, as approved as part of the encroachment permit, are posted during all times the sidewalk cafe is in operation, which shall give notice to the cafe's customers that the drinking of beer or wine or the carrying of any open container which contains beer or wine is prohibited and unlawful outside the delineated outdoor dining area.

Outdoor dining areas authorized by the Planning Department and Police Department and in compliance with the requirements of this section are exempt from section 6000 of this code.

H. Service Requirements:

1. Service areas (such as busing and service stations) may be located within the outdoor dining area. Service areas shall comply with subsection B of this section (Location of Outside Dining). Outdoor food preparation in the outdoor dining area is prohibited.

2. Restrooms for the outdoor dining area shall be provided in the adjoining indoor restaurant. Seating for the outdoor dining may be counted in determining the restroom requirements for the indoor restaurant at the discretion of the Building Official.
- I. Revocation: The outdoor dining may be revoked by the City upon finding that one or more of the requirements of this section have been violated or that the outdoor dining is being operated in a manner that constitutes a nuisance.

§9173.5 SIDEWALK CAFE

- A. A sidewalk cafe may be allowed in the C-N, C-1, and C-2 zoning districts provided it is incidental to and part of the operation of a restaurant and it complies with the standards and requirements listed below;
- B. Purpose: The provisions of this section are intended to allow a sidewalk cafe to operate in association with an allowed restaurant use, where the sidewalk cafe is clearly incidental to the restaurant use and will not negatively impact the right-of-way.
- C. Permit Requirements: A sidewalk cafe shall require the approval of an encroachment permit from the Department of Public Works and Planning and Community Development Department.
- D. Limitations and Requirements: A sidewalk cafe may be allowed only where allowed by section 9173.4 and only when the sidewalk cafe is incidental to and part of the operation of an adjacent restaurant and when in compliance with the following requirements of this section.
 1. Where Permissible: A sidewalk cafe may be located on a public sidewalk immediately adjacent to and abutting the indoor restaurant which operates the cafe; provided, that the area in which the sidewalk cafe extends is no farther along the sidewalk frontage than the operating indoor restaurant.
 2. Location of Sidewalk Cafes: Each cafe shall be confined to a defined location on the sidewalk immediately adjacent to the restaurant which operates the cafe.
 3. Hours of Operation: Sidewalk cafes may operate on days whenever fair weather would enhance outdoor dining. The hours of operation shall not exceed eight o'clock (8:00) A.M. to nine o'clock (9:00) P.M. Tables, chairs, and all other furniture used in the operation of a sidewalk cafe shall be removed from the sidewalk and stored indoors at night and whenever the cafe is not in operation. Additional hours may be authorized with Zoning Administrator approval of a minor use permit.
 4. Sidewalk Clearances: A sidewalk cafe may be allowed only where the sidewalk is wide enough to adequately accommodate the usual pedestrian traffic in the area, to comply with California State accessibility standards and federal ADA requirements, and the operation of the proposed cafe.
 5. Live Entertainment: A sidewalk cafe shall not be used for live entertainment. Live entertainment at sidewalk cafes may be authorized in compliance with section 9224.6 of this code.
- E. Tables, Chairs, Furniture, Signage:

1. All tables and chairs comprising a sidewalk cafe shall be situated in a safe fashion and away from any sidewalk or street barrier including a bollard, and shall not be within eight feet (8') feet of any designated bus stop.
 2. The dining area shall not impede the use of public furnishings such as lighting, benches, etc.
 3. In order to provide adequate and safe ingress/egress, a minimum unobstructed public sidewalk width of forty-eight inches (48") shall be maintained for the entire length of the sidewalk cafe. The required width shall extend from the front of the door(s) to the end of the sidewalk cafe.
 4. A minimum of sixty inches (60") of unobstructed space shall be maintained between exits and any furniture or fixtures related to the sidewalk cafe, or as required by the building code, whichever is greater.
 5. All sidewalk cafe furniture, including tables, chairs, umbrellas, and planters, shall be movable.
 6. Umbrellas shall be secured with a minimum base of not less than sixty (60) pounds and shall leave a vertical clearance of seven feet (7') from the sidewalk surface.
 7. Outdoor heaters are allowed subject to fire and building code compliance. Music and/or speakers may be authorized with Zoning Administrator approval of a minor use permit.
 8. No signage shall be allowed at the sidewalk cafe except for the name of the establishment on an awning or umbrella fringe and in compliance with this section and the sign ordinance (Division 3, Chapter 7 of this code).
 9. All furnishings and other items associated with the sidewalk cafe shall be removed from the sidewalk during nonoperation hours of the cafe. Storage of these items outside may be authorized with Zoning Administrator approval of a minor use permit.
 10. Any proposed seating in the vicinity of street trees shall comply with the City's Management Guidelines adopted December 1, 2010.
- F. Maintenance: The permittee is responsible for maintaining all outdoor dining furnishings and the sidewalk cafe area in good condition, including, but not limited to, the following:
1. All outdoor dining furnishings and all exterior surfaces within the sidewalk cafe area shall be easily cleanable and kept clean and free of debris.
 2. The sidewalk cafe area and adjacent areas shall be kept in a clean and safe condition.
- G. Food and Beverages: A sidewalk cafe may serve only food and nonalcoholic beverages prepared or stocked for sale at the adjoining indoor restaurant; provided, however, that the service of beer or wine or both solely for on-premises consumption by customers within the areas of the sidewalk cafe may be authorized by the Planning Director and Police Department as part of the required encroachment permit if each of the following requirements are met:

1. The sidewalk cafe operation is duly licensed, or prior to the service of any beer or wine will be duly licensed by State authorities to sell beer or wine for consumption within the area of the sidewalk cafe.
2. The area in which the sidewalk cafe is authorized is identified in a manner, as part of the encroachment permit, which will clearly separate and delineate it from the areas of the sidewalk that will remain open to pedestrian traffic.
3. One or more signs, as approved as part of the encroachment permit, are posted during all times the sidewalk cafe is in operation, which shall give notice to the cafe's customers that the drinking of beer or wine or the carrying of any open container which contains beer or wine is prohibited and unlawful outside the delineated area of the sidewalk cafe. Sidewalk cafes authorized by the Planning Department and Police Department as part of the required encroachment permit and in compliance with the requirements of this section are exempt from section 6000 of this code.

H. Service Requirements:

1. The outdoor preparation of food and busing and service stations are prohibited at the sidewalk cafe. Outdoor service station may be authorized with Zoning Administrator approval of a minor use permit.
 2. Restrooms for the sidewalk cafe shall be provided in the adjoining indoor restaurant. Seating for the sidewalk cafe may be counted in determining the restroom requirements for the indoor restaurant at the discretion of the Building Official.
 3. Trash and refuse receptacles for the sidewalk cafe shall not be permitted within the area designated for the sidewalk cafe or on adjacent sidewalk areas and the permittee shall remove trash and litter as they accumulate. Trash and/or refuse containers may be authorized within the outdoor dining area or adjacent sidewalk areas with Zoning Administrator approval of a minor use permit.
- I. Power to Prohibit Operation of the Sidewalk Cafe: Any encroachment permit issued for a sidewalk cafe shall provide that the City shall have the right and power, acting through the City Manager or designee, to prohibit the operation of a sidewalk cafe at any time because of anticipated or actual problems or conflicts in the use of the sidewalk area. Such problems may arise from, but are not limited to, scheduled festivals and similar events, or parades or marches, or repairs to the street or sidewalk, or from demonstrations or emergencies occurring in the area. To the extent possible, the permittee shall be given prior written notice of any time period during which the operation of the sidewalk cafe will be prohibited by the City, but any failure to give prior written notice shall not affect the right and power of the City to prohibit the cafe's operation at any particular time.
- J. Conditions: In connection with granting the encroachment permit for a sidewalk cafe, conditions may be imposed in granting approval as deemed necessary for the proposed operation to meet the operating requirements of this section.
- K. Modifications: In the event the City determines during the operation of an approved sidewalk cafe that additional or revised conditions are necessary in order for the sidewalk cafe to comply with the requirements of this section, the City shall have the ability to add additional conditions to the approved encroachment permit.

- L. Revocation: The encroachment permit to operate a sidewalk cafe may be revoked by the City upon finding that one or more conditions of the permit or this section have been violated or that the sidewalk cafe is being operated in a manner that constitutes a nuisance, or that the operation of the sidewalk cafe unduly impedes the movement of pedestrians past the sidewalk cafe. (Ord. 1139, §2 (Exh. A, 5.080), adopted 2012) Revocations may be appealed per the process outlined in Section 5613 of the City of Ukiah Municipal Code.

§9173.6 SPECIALTY FOOD AND BEVERAGE SALES WITH TASTINGS

Specialty food and beverage sales with tastings may be allowed in the C-N, C-1, C-2, and P-F zoning districts provided they comply with the following standards and requirements:

- A. Days and Hours of Operation: Days and hours of operation shall be limited to daily from ten o'clock (10:00) A.M. to ten o'clock (10:00) P.M. Additional hours may be authorized with Zoning Administrator approval of a minor use permit.
- B. Live Entertainment: Live entertainment is allowed in compliance with section 9173.3 of this code and may perform until eight o'clock (8:00) P.M. Other arrangements for live entertainment may be authorized with Zoning Administrator approval of a minor use permit.
- C. Outdoor Seating: Outdoor seating is allowed in compliance with the applicable requirements for outdoor dining included in section 9173.4 of this code or sidewalk cafes in section 9173.5 of this code.
- D. Minor Use Permit: An application for a minor use permit to allow additional operating hours and/or live entertainment in a manner that exceeds the operating characteristics required in this section may be authorized with Zoning Administrator approval of a minor use permit. An application for a minor use permit shall address the following considerations:
1. Potential for loitering and how the business will preclude loitering.
 2. Adequacy of lighting for security and safety purposes.
 3. Adequacy of parking.
 4. Compatibility and suitability with the existing and allowed uses in the area and/or character of the area, including but not limited to proximity to sensitive land uses such as residences, schools, parks, daycare facilities, and churches.
 5. Likelihood the use would facilitate the vitality, economic viability, and/or provide recreational or entertainment opportunities in an existing commercial area without presenting a significant impact on health and safety.
 6. Details regarding how security will be provided during and after live entertainment events.
 7. Other information deemed necessary on a case-by-case basis.
- E. Minor Use Permit Findings: The above considerations shall be incorporated as findings for approval, conditional approval, or disapproval of a use permit for a specialty food and beverage sales with tastings in addition to the findings required by Article 20 of this Code.

§9278 DEFINITIONS

OUTDOOR DINING- A designated area on the premise of a retail food establishment or restaurant, but outside the principal building, and where patrons may sit at tables while consuming food and beverages ordered from the establishment.

SIDEWALK CAFES- A designated area of a public sidewalk where patrons may sit at tables while consuming food and beverages ordered from the establishment.

SECTION THREE

1. **Severability:** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Ukiah hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.
2. **Publication:** Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.
3. **Effective Date:** The ordinance and shall become effective thirty (30) days after its adoption.

Introduced by title only on July 20, 2016, by the following roll call vote:

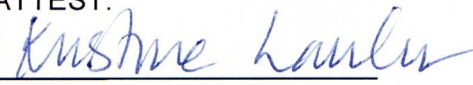
AYES: Councilmembers Crane, Doble, Brown, and Mayor Scalmanini
NOES: None
ABSENT: Councilmember Mulheren
ABSTAIN: None

Adopted on August 3, 2016, by the following roll call vote:

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


Stephen G. Scalmanini, Mayor

ATTEST:


Kristine Lawler, City Clerk

ORDINANCE NO. 1210

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTION 9224.7 OF DIVISION 9, CHAPTER 2, ARTICLE 18 OF THE CITY CODE TO REGULATE PERMANENT OUTDOOR DINING FACILITIES.

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

SECTION ONE.

Section 9224.7 in Division 9, Chapter 2, Article 18 of the Ukiah City Code is hereby amended to read as follows:

§9224.7 OUTDOOR DINING

On-site outdoor dining shall comply with the requirements of this section where allowed by Table 3: Allowed Uses and Permit Requirements, and only when the outdoor dining is incidental to and part of the operation of a restaurant located on the same parcel.

A. Purpose: The provisions of this section are intended to allow outdoor dining in association with a restaurant located on the same parcel as the outdoor dining, where the outdoor dining is clearly incidental to the adjacent restaurant use and will not negatively impact the operations and function of the existing restaurant, including parking facilities, pedestrian access and circulation, and disabled access facilities.

B. Location of Outside Dining: Outdoor dining shall be located on the same site as the restaurant which the outdoor dining will serve. Outdoor dining facilities, such as tables, chairs, umbrellas, etc., shall not be located in pedestrian walkways, required parking spaces, or disabled access facilities (such as parking spaces, walkways, entries, etc.) on or adjacent to said site. However, where there is sufficient clearance to accommodate the usual pedestrian traffic and to comply with applicable state and federal law, outdoor dining facilities are a permitted use in the areas described in the preceding sentence, subject to Zoning Administrator approval of a minor use permit. Outdoor dining areas may be located in landscaped areas if located in such a manner as not to damage the landscaping.

C. Hours of Operation: Days and hours of operation for the outdoor dining shall not extend beyond the hours of operation for the restaurant which it serves. Movable tables, chairs, and all other furniture used in the operation of outdoor dining shall be removed from any pedestrian walkways and stored indoors at night and whenever the cafe is not in operation.

D. Live Entertainment: Outdoor dining shall not be used for live entertainment unless in compliance with section 9224.6 of this code.

E. Structures, Tables, Chairs, Furniture, Signage:

1. In order to provide adequate and safe ingress/egress, a minimum unobstructed pedestrian walkway width of forty-eight inches (48") or the width of the

doors, whichever is greater, shall be maintained. The required width of the unobstructed pedestrian walkway shall extend from the front of the door(s) to the public sidewalk. A reduced width may be approved by the Building Official in compliance with the building code.

2. A minimum of sixty inches (60") of unobstructed space shall be maintained between exits and any structures, furniture or fixtures related to outdoor dining, or as required by the building code, whichever is greater.

3. All outdoor dining furniture, including tables, chairs, umbrellas, and planters, shall be movable. However, permanent outdoor dining furniture such as concrete tables and benches are a permitted use, subject to Zoning Administrator approval of a minor use permit.

4. Umbrellas shall be secured with a minimum base of not less than sixty (60) pounds and shall leave a vertical clearance of seven feet (7') from the sidewalk surface.

5. Outdoor heaters are allowed subject to fire and building code compliance. Non-live music and/or speakers may be authorized with Zoning Administrator approval of a minor use permit.

6. No signage shall be allowed in the outdoor dining area except for the name of the establishment on an awning or umbrella fringe and in compliance with this section and Division 3, Chapter 7 of this code (sign ordinance).

7. Permanent outdoor dining structures such as shade covers and barriers are a permitted use, subject to Zoning Administrator approval of a minor use permit.

F. Maintenance: The permittee is responsible for maintaining all outdoor dining furnishings and the outdoor dining area in good condition, including but not limited to the following:

1. All outdoor dining furnishings and all exterior surfaces within the outdoor dining area shall be easily cleanable and kept clean and free of debris.

2. The outdoor dining area and adjacent areas kept in a clean and safe condition.

G. Food and Beverages: Outdoor dining areas may only serve food and nonalcoholic beverages prepared or stocked for sale at the adjoining indoor restaurant; provided, however, that the service of beer or wine or both solely for on-premises consumption by customers within the outdoor dining area may be authorized by the Planning Director and Police Department if each of the following requirements are met:

1. The outdoor dining operation is duly licensed, or prior to the service of any beer or wine will be duly licensed by State authorities to sell beer or wine for consumption within the outdoor dining area.

2. The authorized outdoor dining area is identified in a manner which will clearly separate and delineate it from the areas of the sidewalk that will remain open to pedestrian traffic.

3. One or more signs, as approved as part of the encroachment permit, are posted during all times the sidewalk cafe is in operation, which shall give notice to the cafe's customers that the drinking of beer or wine or the carrying of any open container which contains beer or wine is prohibited and unlawful outside the delineated outdoor dining area.

Outdoor dining areas authorized by the Planning Department and Police Department and in compliance with the requirements of this section are exempt from Section 6000 of this code.

H. Service Requirements:

1. Service areas (such as busing and service stations) may be located within the outdoor dining area. Service areas shall comply with subsection B of this Section (Location of Outside Dining). Outdoor food preparation in the outdoor dining area is prohibited.

2. Restrooms for the outdoor dining area shall be provided in the adjoining indoor restaurant. Seating for the outdoor dining may be counted in determining the restroom requirements for the indoor restaurant at the discretion of the Building Official.

I. Revocation: The outdoor dining may be revoked by the City upon finding that one or more of the requirements of this Section have been violated or that the outdoor dining is being operated in a manner that constitutes a nuisance.

SECTION TWO

Table 3 in Section 9223.1 of Article 18, Chapter 2 in Division 9 of the Ukiah City Code is hereby amended to specify that the Use Category "Restaurant – outdoor dining (on site)" is a permitted use with an approved Minor Use Permit in the General Urban (GU), Urban Center (UC), and Downtown Core (DC) zoning districts.

SECTION THREE.

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

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

Introduced by title only on January 20, 2021, by the following roll call vote:

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

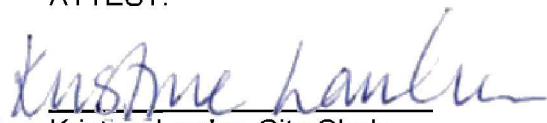
Adopted on February 3, 2021, by the following roll call vote:

AYES: Councilmembers Crane, Rodin, Duenas, and Mayor Orozco
NOES: None
ABSENT: Councilmember Brown
ABSTAIN: None



Juan V. Orozco, Mayor

ATTEST:



Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Public Benefits Program Update, and Approval of New Customer Programs and Rebates.

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti, Administrative Secretary

PRESENTER: Cindy Sauers, Electric Utility Director

ATTACHMENTS:

1. 2022 LI Guidelines & Program Incentives
2. Residential Rebate Chart
3. Commercial Rebates Chart
4. Ukiah Res DI Program SOW- Final.docx
5. DI Customer Letter-DRAFT-DI Flyer-DI Door Hanger
6. Electric Bike Rebate Application - DRAFT

Summary: The Electric Utility will provide an overview of the Department's updated Public Benefit Programs and available rebates for City Council's consideration and approval.

Background: Ukiah Electric Utility administers the Public Benefit (PB) Program created by State Assembly Bill 1890 in 1996. The legislation specifically requires programs to benefit electric customers in four areas, including Low-Income Programs, Energy Conservation, Renewable Energy, and Research Development & Demonstration projects. AB1890 requires funding to be 2.85 percent of gross electric energy sales.

The Electric Utility works closely with our program administrator, Efficiency Services Group (ESG) to design, implement, and administer energy efficiency and renewable customer programs. For the last several years, the Electric Utility has offered generous energy efficiency rebates to encourage residential and commercial customers to save energy and money.

The Electric Utility and ESG continually evaluate the existing energy efficiency, renewable, and low-income assistance programs in order to provide the best use of available funding.

The City and Utility have proactively found creative ways to assist our customers with energy expenses. In addition to the programs that are implemented through the Public Benefits Program, the Utility, along with the Finance department, secured a significant grant to assist customers struggling with payment of their bills during the pandemic. Over \$300,000 has been provided to customers whose arrearages met the program requirements, thus reducing the impact of energy costs and allowing customers to use their funds elsewhere.

Discussion: Public Benefit funds are utilized to provide services for Energy Efficiency Programs and Services and Low-Income Billing Assistance. Brief descriptions of the existing programs are below:

Energy Efficiency Programs and Services: In March of 2006, the State Legislature enacted Assembly Bill 2021. This legislation requires publicly-owned utilities to adopt ten-year energy efficiency goals to save energy (kWh's) and reduce demand (kW reduction). The annual energy savings and demand reduction achieved by the Electric Utilities energy efficiency programs are reported to the State each year. In 2020, customers benefited from 533,695 kilowatt-hours (kWh) or 65 kilowatts (kW) of savings as a result of these programs. Staff noticed a significant decrease in program participation in 2021 and are recommending new programs to increase participation.

Low-Income Billing Assistance: Currently, the City has two low-income bill assistance programs; Senior Citizen Monthly Discount and Non-Senior Household Monthly Discount programs to help low-income and senior customers pay their electric bills. The amount of assistance received by a qualified customer is based on a tiered rate system depending on their income level. Ukiah CARES (City Assistance for Relief through Energy Support) Program Assistance Levels are shown in Attachment 1 and are based on the Federal Poverty Guidelines, updated periodically by the Federal Government. As a percentage of PB spending, the City has devoted a considerably higher percentage of PB funds to low-income bill assistance than other California public utilities.

Low-Income Housing Incentive Program: This program provides incentives to developers to build energy-efficient low-income housing that exceeds Title 24 minimums. For every kilowatt-hour that is saved over the Title 24 minimums, the developer will receive \$.20.

Comprehensive lists of rebates available to Ukiah Electric customers are included for Council's review. (Attachment 2 and 3)

Staff is recommending the implementation of the following new programs:

Residential Direct Install Program: The goal of the Residential Direct Install (DI) Program is to provide energy-saving opportunities to lower-income customers that are currently participating in Ukiah's bill assistance program. The DI program will provide customers with instant savings measures, identify opportunities for additional savings, and increase customer awareness of Ukiah's Energy Efficiency programs. The program will consist of the installation of energy and water saving measures to deliver real savings on customer electric, water, and sewer costs. These measures can be installed in the customer's home at no charge to them, while helping Ukiah achieve their energy savings goals. In addition, a snapshot audit will be completed while in the customer's home to identify other potential savings. The program may become available to all electric customers if the budget allows. See Attachments 4 and 5 for the Scope of Work, Draft letter to customers, flyer and door hanger.

Electric Bike (E-Bike) Rebate: The Electric Utility recommends implementing a new Electric Bike (E-Bike) Rebate. The E-Bike Rebate would be for new e-bikes and e-bike conversion kits to replace other gas-powered transportation and promote cycling as a clean mobility option. Customers who purchase their bikes from a Ukiah retailer will receive \$400, those who purchase outside Ukiah will receive \$300. Income-qualified CARES customers will receive \$700. See Attachment 6, E-Bike Rebate Application for details.

These programs not only assist our customers with reducing their energy bills, they contribute to our goals for further decarbonization. In June, Council approved a Resolution endorsing the declaration of a climate emergency. These programs fit squarely into two of the actions the Utility is taking toward restoring a safe climate; continuing to explore rebate programs to benefit commercial and residential properties, and decarbonizing existing building stock by providing incentives for increased energy efficiency. Staff is working on additional incentives for commercial customers and will be bringing additional programs to Council for consideration.

These programs were planned for and budgeted for in the FY 22/23 budget.

Recommended Action: City Council to receive Electric Department's Public Benefit Program Report, and approve program additions.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 80626450.52135 \$443,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 80626450; Public Benefits Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

City of Ukiah Public Benefit Program

2022 Federal Poverty Level Chart

Household Size	100%	150%	200%
1	\$13,590	\$20,385	\$27,180
2	\$18,310	\$27,465	\$36,620
3	\$23,030	\$34,545	\$46,060
4	\$27,750	\$41,625	\$55,500
5	\$32,470	\$48,705	\$64,940
6	\$37,190	\$55,785	\$74,380
7	\$41,910	\$62,865	\$83,820
8	\$46,630	\$69,945	\$93,260

Ukiah C.A.R.E.S. Program Assistance Levels

Program	Less than 100% of FPIG	101% - 150% of FPIG	151% - 200% of FPIG	Payments
Senior Citizen Monthly Discount	\$40	\$30	\$20	Monthly bill credits
Non-Senior Household Monthly Discount Program	\$30	\$20	\$10	Monthly bill credits
Lower-Income Energy Efficient New Construction Program	\$500 - \$2,000 Per apartment			Rebate - Developer must apply and meet program requirements



RESIDENTIAL REBATE CHART

Form No.	CATEGORY / MEASURE	BLDG VINTAGE	BLDG TYPE	EXISTING CONDITION	FINAL CONDITION	REBATE UNIT	REBATE PER UNIT
RESIDENTIAL LIGHTING							
RL	Screw-In or Pin-Based LED	New / Existing	Single-Family / Multifamily / Manufactured Homes	Standard (Incandescent or Halogen) Unit	ENERGY STAR Qualified Unit	Bulb	\$5.00
	LED Holiday Lights	New / Existing	Single-Family / Multifamily / Manufactured Homes	Standard (Incandescent) Unit	ENERGY STAR Qualified Unit	70 Lamp String	\$3.00
	Ceiling Fan	New / Existing	Single-Family / Multifamily / Manufactured Homes	Standard Efficiency Unit	ENERGY STAR Qualified Unit	Fan	\$25.00
RESIDENTIAL HVAC							
RH	Central AC	Existing	Single-Family / Multifamily / Manufactured Homes	Standard Efficiency Unit	Min 15 SEER, 12.5 EER Min 19 SEER, 14 EER	Ton	\$75.00 \$100.00
	Evaporative-Cooled Central AC	Existing	Single-Family / Multifamily / Manufactured Homes	Standard Efficiency Unit	Min 15 EER	Ton	\$125.00
	Ductless Mini-Split AC	Existing	Single-Family / Multifamily / Manufactured Homes	Standard Efficiency Unit	Min 15 SEER	Ton	\$100.00
	Heat Pump	Existing	Single-Family / Multifamily / Manufactured Homes	Standard Efficiency Unit	Min 15 SEER, 8.4 HSPF	Ton	\$275.00
	Ductless Mini-Split Heat Pump	Existing	Single-Family / Multifamily / Manufactured Homes	Standard Efficiency Unit	Min 15 SEER	Ton	\$300.00
	Duct Sealing with Duct Blaster Pre- and Post- Test	Existing	Single-Family	Central AC with Existing Duct System with Excessive Leakage of Conditioned Air into Unconditioned Space	Central AC with Existing Duct System Sealed and Repaired and Overall CFM Reduction of 20% or Greater	System	\$75.00
Seasonal Energy Efficiency Rating (SEER), Energy Efficiency Ratio (EER) and Heating Seasonal Performance Factor (HSPF) represent the efficiency ratings 12,000 Btu/h = 1 Ton of Cooling Cubic Feet per Minute (CFM) represents the amount of airflow							
RESIDENTIAL WEATHERIZATION							
RW	Ceiling/Attic Insulation	Existing	Single-Family / Multifamily	Central AC or Electric Space Heat with Insulation Less Than or Equal To R-19	Central AC or Electric Space Heat with Insulation R-30 or Greater	Sq/Ft	\$1.00
	Wall Insulation	Existing	Single-Family / Multifamily	Central AC or Electric Space Heat with Insulation R-0	Central AC or Electric Space Heat with Insulation R-13 or Greater	Sq/Ft	\$0.50
	Solar Attic Fan	Existing	Single-Family / Multifamily	Electric-Powered Unit	Solar-Powered Unit	CFM	\$0.20
	Reflective Window Film	Existing	Single-Family / Multifamily	Central AC or Electric Space Heat with Single-Pane Clear Glass Windows	Central AC or Electric Space Heat with Single-Pane Windows with Reflective Window Film with SHGC Less Than 0.40	Sq/Ft	\$1.00
	Exterior Window Solar Screen	Existing	Single-Family / Multifamily	Central AC or Electric Space Heat with Single or Dual-Pane Windows with Bug Screen	Central AC or Electric Space Heat with Single or Dual-Pane Windows with Dark Colored Solar Screen with Openness Factor 5% or Less	Sq/Ft	\$0.50
	Replacement Windows	Existing	Single-Family / Multifamily	Central AC or Electric Space Heat with Single or Dual-Pane Windows	Central AC or Electric Space Heat with Replacement Windows with U-Value 0.35 or Less and SHGC 0.40 or Less	Sq/Ft	\$1.50
RW & RW-AS	Air Sealing with Blower Door Pre- and Post- Test	Existing	Single-Family	Central AC with Air Leakage of 0.350 ACH or Greater	Central AC with Building Air Gaps Sealed and Overall ACH Reduction of 30% or Greater	Home	\$25.00
NC	New Construction	New	Single Family & Multi Family	Title 24 minimum required to meet code	Rebate is based on annual kWh's saved over Title 24 minimum, documented by Title 24 report	kWh	\$0.20
R-Value represents resistance to heat transfer Solar Heat Gain Coefficient (SHGC) represents the solar transmittance Air Changes per Hour (ACH) represents the amount of air leakage							
RESIDENTIAL EQUIPMENT							
RE-N	Clothes Washer	New / Existing	Single-Family / Multifamily / Manufactured Homes	Electric Water Heat with Standard Efficiency Unit	Electric Water Heat with ENERGY STAR Qualified Unit with MEF 2.0 or Greater and WF 6.0 or Less	Unit	\$100.00
	Standard Size Dishwasher	New / Existing	Single-Family / Multifamily / Manufactured Homes	Electric Water Heat with Standard Efficiency Unit	Electric Water Heat with ENERGY STAR Qualified Unit with EF 0.75 or Greater	Unit	\$50.00
	Compact Size Dishwasher	New / Existing	Single-Family / Multifamily / Manufactured Homes	Electric Water Heat with Standard Efficiency Unit	Electric Water Heat with ENERGY STAR Qualified Unit with EF 1.0 or Greater	Unit	\$100.00
	Refrigerator (New)	New / Existing	Single-Family / Multifamily / Manufactured Homes	Standard Efficiency Unit	ENERGY STAR Qualified Unit	Unit	\$100.00
	Electric Storage Water Heater	New / Existing	Single-Family / Multifamily / Manufactured Homes	Electric Resistance Unit with EF 0.89 or Lower	Electric Resistance Unit Greater than 30 Gallons with EF 0.93 or Greater	Unit	\$100.00
	Heat Pump Water Heater	New / Existing	Single-Family / Multifamily / Manufactured Homes	Forced Air Electric Space Heat with Electric Resistance Unit with EF 0.89 or Lower	Forced Air Electric Space Heat with ENERGY STAR Qualified Unit with EF 2.2 or Greater	Unit	\$150.00
				Heat Pump Space Heat with Electric Resistance Unit with EF 0.89 or Lower	Heat Pump Space Heat with ENERGY STAR Qualified Unit with EF 2.2 or Greater	Unit	\$500.00
	Smart Power Strip	New / Existing	Single-Family / Multifamily / Manufactured Homes	Single Switch Unit without Control Mechanism	Smart Unit with Control Device	Unit	\$15.00
RE-E	Variable Speed Pool Pump	Existing	Single-Family	Standard Unit 1 hp or Greater	Variable Speed Unit with Variable Speed Unit Control	Unit	\$400.00
	Refrigerator / Freezer Recycling (Existing)	New / Existing	Single-Family / Multifamily / Manufactured Homes	10 cu.ft. to 31 cu.ft. and Operational	Permanently Disabled	Unit	\$50.00
Energy Factor (EF) represents the efficiency rating							

Additional Terms and Conditions

All rebates are subject to availability of funds and may be changed or discontinued at any time.

All rebate requests must be received within 6 months of purchase/installation.

All rebates are limited to 100% of purchase/installation cost and \$1,000 per measure.

New Construction rebates are capped at \$2500 per home.

Some measures may be subject to additional installation and specification requirements - Call (707) 467-5700 for more information.



COMMERCIAL REBATE CHART

Form No.	CATEGORY / MEASURE	EXISTING CONDITION	FINAL CONDITION	REBATE UNIT	REBATE PER UNIT
HVAC					
CH	Central AC: <55,000 Btuh	Standard Efficiency Unit	Min 14 SEER, 12 EER	Ton	\$400.00
	Central AC: 55,000-64,000 Btuh	Standard Efficiency Unit	Min 14 SEER, 12 EER	Ton	\$175.00
	Central AC: 65,000-239,000 Btuh	Standard Efficiency Unit	Min 11.5 EER	Ton	\$75.00
	Central AC: 240,000-759,000 Btuh	Standard Efficiency Unit	Min 10.5 EER	Ton	\$50.00
	Central AC: >760,000 Btuh	Standard Efficiency Unit	Min 10.2 EER	Ton	\$25.00
	Heat Pump: <55,000 Btuh	Standard Efficiency Unit	Min 14 SEER, 8.5 HSPF	Ton	\$200.00
	Heat Pump: 55,000-64,000 Btuh	Standard Efficiency Unit	Min 14 SEER, 8.5 HSPF	Ton	\$125.00
	Heat Pump: 65,000-239,000 Btuh	Standard Efficiency Unit	Min 12 EER, 3.4 COP	Ton	\$100.00
	Heat Pump: 240,000 Btuh	Standard Efficiency Unit	Min 10.8 EER, 3.2 COP	Ton	\$125.00
	Package Terminal Air Conditioner, Hotel/Motel	<7,000 Btuh - Max 9.41 EER 7,000-15,000 Btuh - Max 8.56 EER >15,000 Btuh - Max 7.71 EER	<7,000 Btuh - Min 11.29 EER 7,000-15,000 Btuh - Min 10.27 EER >15,000 Btuh - Min 9.29 EER	Ton	\$350.00
	Package Terminal Heat Pump, Hotel/Motel	<7,000 Btuh - Max 9.31 EER 7,000-15,000 Btuh - Max 8.46 EER >15,000 Btuh - Max 7.61 EER	<7,000 Btuh - Min 11.17 EER 7,000-15,000 Btuh - Min 10.15 EER >15,000 Btuh - Min 9.13 EER	Ton	\$175.00
Energy Efficiency Ratio (EER), Seasonal Energy Efficiency Ratio (SEER), Heating Seasonal Performance Factor (HSPF) and Coefficient of Performance (COP) represent the efficiency ratings 12,000 Btuh = 1 Ton of Cooling					

REFRIGERATION					
CR	Ice Machine, Air-Cooled	Standard Efficiency Unit	ENERGY STAR 2.0 Qualified Unit and Listed on Food Service Technology Center's Qualifying Appliance List	Unit	\$625.00
	Reach-In Refrigerator, Solid Door	Standard Efficiency Unit	ENERGY STAR 2.0 Qualified Unit and Listed on Food Service Technology Center's Qualifying Appliance List	Unit	\$250.00
	Reach-In Refrigerator, Glass Door	Standard Efficiency Unit	ENERGY STAR 2.0 Qualified Unit and Listed on Food Service Technology Center's Qualifying Appliance List	Unit	\$200.00
	Reach-In Freezer, Solid Door	Standard Efficiency Unit	ENERGY STAR 2.0 Qualified Unit and Listed on Food Service Technology Center's Qualifying Appliance List	Unit	\$550.00
	Reach-In Freezer, Glass Door	Standard Efficiency Unit	ENERGY STAR 2.0 Qualified Unit and Listed on Food Service Technology Center's Qualifying Appliance List	Unit	\$1,500.00
	EC Motor for Walk-In	Shaded-Pole Evaporator Fan Motor	High Efficiency EC Motor with 66% Efficiency or Greater	Motor	\$75.00
	EC Motor for Reach-In	Shaded-Pole Evaporator Fan Motor	High Efficiency EC Motor with 66% Efficiency or Greater	Motor	\$50.00
	EC Motor with Controller for Walk-In	Shaded-Pole Evaporator Fan Motor with No Controls	High Efficiency EC Motor with 66% Efficiency or Greater and Controller	Motor	\$100.00
	Strip Curtains for Walk-In	Existing Doorway Between Refrigerated and Non-Refrigerated Spaces without Infiltration Barrier	New Strip Curtains	Sq Ft of Door	\$5.00
	New Refrigerated Case	Existing Refrigerated Display Case with No Doors	New Refrigerated Display Case with Doors, EC Evaporative Fan Motors and T8 Lamps with Electronic Ballast	Lin Ft of Case	\$125.00
	Auto Door Closer for Walk-In	Main Walk-In Door of Walk-In Cooler or Freezer without Auto-Closer	New Auto-Closer	Unit	\$100.00
	Anti-Sweat Heater Control	Refrigerated Display Case with Anti-Sweat Heaters without Controller	Refrigerated Display Case with Anti-Sweat Heaters with Controller	Lin Ft of Case	\$50.00
	Vending Machine Controller	Standard Unit with No Controls	Unit with Occupancy Sensor Controller Installed	Unit	\$125.00

APPLIANCE					
CA	Insulated Hot Food Cabinet	Standard Efficiency Unit	ENERGY STAR Qualified Unit and Listed on Food Service Technology Center's Qualifying Appliance List	Unit	\$375.00
	Electric Combination Oven	Standard Efficiency Unit	ENERGY STAR Qualified Unit and Listed on Food Service Technology Center's Qualifying Appliance List	Unit	\$1,250.00
	Electric Steam Cooker	Standard Efficiency Unit	ENERGY STAR Qualified Unit and Listed on Food Service Technology Center's Qualifying Appliance List	Unit	\$1,500.00
	Electric Convection Oven	Standard Efficiency Unit	ENERGY STAR Qualified Unit and Listed on Food Service Technology Center's Qualifying Appliance List	Unit	\$450.00
	Electric Fryer	Standard Efficiency Unit	ENERGY STAR Qualified Unit and Listed on Food Service Technology Center's Qualifying Appliance List	Unit	\$250.00
	Electric Griddle	Standard Efficiency Unit	ENERGY STAR Qualified Unit and Listed on Food Service Technology Center's Qualifying Appliance List	Unit	\$375.00
	Dishwasher, Under-Counter	Electric Water Heat with Standard Efficiency Unit	Electric Water Heat with ENERGY STAR 2.0 Qualified Unit	Unit	\$1,500.00
	Dishwasher, Door-Type	Electric Water Heat with Standard Efficiency Unit	Electric Water Heat with ENERGY STAR 2.0 Qualified Unit	Unit	\$1,500.00
	Dishwasher, Single-Tank	Electric Water Heat with Standard Efficiency Unit	Electric Water Heat with ENERGY STAR 2.0 Qualified Unit	Unit	\$1,500.00
	Dishwasher, Multi-Tank	Electric Water Heat with Standard Efficiency Unit	Electric Water Heat with ENERGY STAR 2.0 Qualified Unit	Unit	\$1,500.00
	Multifamily Clothes Washer, In Tenant Unit	Electric Water Heat with Standard Efficiency Unit	Electric Water Heat with High-Efficiency Unit [Min 2.40 MEF] [Max 4.0 WF]	Unit	\$100.00
	Multifamily Clothes Washer, In Common Area	Electric Water Heat with Standard Efficiency Unit	Electric Water Heat with High-Efficiency Unit [Min 2.40 MEF] [Max 4.0 WF]	Unit	\$300.00
	Kitchen Demand Ventilation Control	Type I Standard Unit with No Control	Type I Unit with VFD Control	Exhaust Fan Hp	\$450.00
	Modified Energy Factor (MEF) represents the efficiency rating Water Factor (WF) represents the amount of water used				

ELECTRONIC					
CE	Uninterrupted Power Supply	Standard Unit	ENERGY STAR Qualified Unit	Unit	\$175.00
	Plug-Load Occupancy Sensor	Standard Unit with No Control Mechanism	Occupancy Sensor-Controlled Unit	Unit	\$20.00
	Smart Power Strip	Standard Unit with No Control Mechanism	Smart Unit	Unit	\$25.00

LIGHTING					
	1-For-1 or Other Upgrades	Varies	Varies	Annual kWh	\$0.15

CUSTOM					
N/A	Special Projects with Pre-Approval	Varies	Varies	Project	Varies

Additional Terms and Conditions

All rebates are subject to availability of funds and may be changed or discontinued at any time.
All rebate requests must be received within 6 months of purchase/installation.
Commercial Rebates are limited to 70% of job cost up to \$7,500 per project.

Some measures may be subject to additional installation and specification requirements - Call (707) 467-5700 for more information.

V_07/20



RESIDENTIAL DIRECT INSTALL PROGRAM SCOPE OF WORK

Efficiency Services Group (ESG) is pleased to present this Scope of Work to the City of Ukiah (Ukiah) for a Residential Income-Qualified (IQ) Direct Install (DI) Program (Residential IQ DI Program).

The budget for this Scope of Work is \$75,000 for FY22-23.

1. RESIDENTIAL DIRECT INSTALL PROGRAM

The goal of the Residential Direct Install (DI) Program is to provide lower-income customers that are currently participating in Ukiah's bill assistance programs additional opportunities for energy savings. The program will provide customers with instant savings measures, identify opportunities for additional major measures, and increase customer awareness of Ukiah's Energy Efficiency programs. Non-lower income customers may also be served if the program budget allows. The funding mechanism for this program is Ukiah's Public Benefit fund.

Lower income customers often do not have the financial resources to qualify for Ukiah's standard energy efficiency rebates, even though the customers contribute to the Public Benefit fund. The Residential Direct Install Program provide these customers with a program that delivers instant energy savings and benefits and is not cost-restrictive for their participation. ESG recommends the installation of energy and water saving measures to deliver real savings on customer electric, water, and sewer costs. These measures can be installed in the customer's home at no charge to them, while helping Ukiah reach their energy savings goals. In addition, ESG recommends completing a snapshot audit while in the customer's home.

Benefits

ESG believes that offering this program will provide the following benefits to Ukiah:

- Strengthen residential customer relationships by providing a great customer experience
- Provide energy and cost savings to targeted customers
- Serve customers that are not traditionally able to participate in PB programs
- Collect information and site data to be used in future offerings and targeted marketing

Customer Eligibility

The program will be open to Ukiah residential customers with an emphasis on customers who are currently participating in bill assistance programs and other tenants of multi-family complexes with one eligible customer. ESG will coordinate with Ukiah to finalize a strategy to approach customers and generate sign-ups for the program.

Pricing

The fees for the DI Program are on a per-measure-installed basis. Prices include all labor, materials and expenses associated with installation of the products and delivery of services. Fees for direct installed measures and snapshot audits are shown in the following table. Additional measures can be added to the program with prior approval.

Measure	Cost Unit	Fee per Cost Unit
Home Snapshot Audit	Audit	\$40.00
Screw-In LEDs (DI)	Lamp	\$18.00
Screw-In LEDs (direct delivery)	Lamp	\$ 9.00
Standard Showerhead (DI)	Showerhead	\$20.00
Standard Showerhead (direct delivery)	Showerhead	\$20.00
Handheld Showerhead (DI)	Showerhead	\$30.00
Handheld Showerhead (direct delivery)	Showerhead	\$30.00
Thermostatic Shower Valve (DI)	Valve	\$50.00
Faucet Aerator (DI)	Aerator	\$ 5.00
Faucet Aerator (direct delivery)	Aerator	\$ 5.00
Advanced Power Strips (DI)	Power Strip	\$90.00

Note: DI: Measures are installed by an Energy Efficiency Advisor

Direct Delivery: Measures are left with the customer for the customer to install

Measure Descriptions

Home Snapshot Audit

While in the customer's home installing products, Energy Efficiency Advisors (EEAs) will acquire the customer demographic and site/equipment data, which will be helpful in developing and marketing programs.

LED Lamps (screw-in based)

All LED lamps, reflectors, globes and candelabras offered in the program will be UL listed and ENERGY STAR certified.

High Performance Showerheads

High performance showerheads reduce the amount of water used to shower, saving costs on water, sewer and energy. Only customers with electric water heating will qualify for this measure.

Thermostatic Shower Valves

Thermostatic shower valves are designed to reduce water and energy waste by reducing the water flow of a shower to a trickle once the water reaches 95 degrees. This prevents the waste that occurs when people leave the shower running to get warm before they get in. Only customers with electric water heaters are eligible.

Thermostatic Shower Valve and Showerhead Combination

This unit combines the valve and high performance 1.5 gallons per minute showerhead.

Professional Installations

All DI services for will be performed by experienced staff, with an emphasis on providing a great customer experience.

Customer Satisfaction

The program is designed to be easy for customers to participate in, and all staff are focused on providing a great customer experience. ESG and our partners understand the importance of emphasizing with the customer that the program is coming from Ukiah and using the program experience to help Ukiah build and strengthen their relationships with their customers.

Reporting and Invoicing

ESG thoroughly understands the SB1037 reporting requirements for utility energy efficiency programs. DI program activity will be included in Ukiah's monthly EE program reports.

Marketing Activities

ESG will work with Ukiah to develop marketing materials for the Residential Program. This may include a letter informing the customers about the Residential Program and requesting that they call in to schedule an appointment, a flyer discussing the benefits of the measures installed and any other promotional materials as agreed upon to be distributed by the EEAs.

Implementation Partner

ESG will serve as the program administrator. We plan to utilize RD Energy Solutions in the implementation of the program. ESG has had a relationship with this partner for several years and have successfully delivered utility programs with them.

RD Energy Solutions is the installation partner for our commercial and residential direct install programs. ESG and RD have partnered to implement EE programs to over twenty utilities in California and the Northwest. RD will perform the following tasks:

- Contacting customers to schedule DI visits
- Ordering product needed to complete DI installs
- Installing DI measures
- Entering DI activity for each home served
- Providing all DI measure install data to ESG for each home served

Payment Schedule

ESG will submit invoices to Ukiah monthly, accompanied by detailed reports on services performed for each customer served. ESG's payment terms are Net 20 days. If an invoice error is identified by Ukiah, a corrected invoice will be submitted by ESG within five business days of receiving notification from Ukiah.



Dear Electric Customer,

As a valued City Assistance for Relief through Energy Support (C.A.R.E.S.) customer, you have been selected to participate in a special program being offered by the City of Ukiah's Electric Department to help you reduce your monthly utility costs. This is a **FREE** offer with no obligation from you. This program is available for a limited time while program funding is available.

If you choose to participate, the City of Ukiah will supply and install instant energy saving products. Our program will replace all of your standard light bulbs with energy-efficient Light Emitting Diodes (LEDs). LED light bulbs use 85% less energy and last up to ten times longer than standard light bulbs while providing the same amount of light. If you have an electric water heater, the program will also supply you with high-efficiency, high performance water saving products like showerheads, thermostatic shower valves, kitchen aerators and bathroom aerators.

You also qualify to receive a Thermostatic Shower Valve (TSV). TSVs monitor the temperature of the water from your showerhead during initial warm-up when you first turn on your shower. When the water reaches 95 degrees, water is reduced to a trickle, reducing wasted hot water (and energy) that normally goes down the drain? When you step into the shower, a simple pull on the lanyard restores the normal flow of water out of your showerhead.

We will collect some basic information about your home, including the amount of insulation and types of appliances. This information will only be used to develop energy efficiency programs and services that help our customers reduce their energy costs.

Our contractor, Efficiency Services Group, LLC (ESG) will be administering this program for the Ukiah Electric Utility. ESG has been administering Ukiah Electric Utility's energy efficiency programs and providing energy audits for residential and commercial customers since 2007. ESG may be contacting you soon about this limited-time offer. If you would like to ensure your opportunity to participate, please contact the Ukiah Electric Utility's Efficiency Services Department at 707-467-5700.

Sincerely,

Cindy Sauers
Electric Utility Director



City of Ukiah

The City of Ukiah Electric Utility Direct-Install Program

The City of Ukiah Electric Utility

Is pleased to provide our residential customers with FREE installation of energy and water saving products. We hope these products help you save energy, water, and reduce your monthly water and electric use. The following products will be available for a limited time while program funds last.

Why switch to LEDs?

The LEDs provided through this program use 85% less energy than standard incandescent light bulbs of the same brightness. LEDs can also last 10 times longer than standard incandescent light bulbs. LEDs are by far the most energy efficient and reliable way to light your home, which makes them great for indoor or outdoor use.

Why use high performance showerheads?

High Performance showerheads deliver a satisfying shower while at the same time reducing water use and saving on your water and sewer costs.

Why use a thermostatic shower valve?

This clever innovation saves the water and energy used while waiting for the shower to become warm. The valve turns off the water once it reaches 95 degrees. Simply pull the cord to resume full flow and begin showering, and this product will help you save on your energy costs.

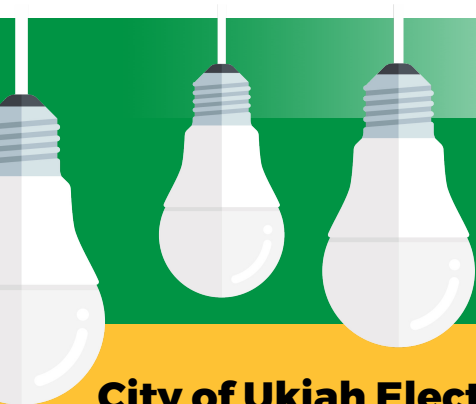
- Standard LEDs
- Reflector LEDs
- Globe LEDs
- Load-sensing power strips
- Kitchen faucet aerators
- Bathroom faucet aerators



**Installed
for
FREE!**



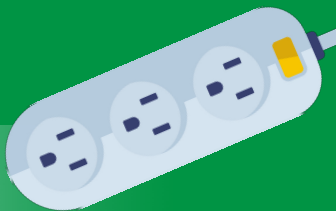
**For more Energy Efficiency Rebates, Programs, and
Information go to: www.cityofukiah.com/utility-services**



City of Ukiah Electric Utility
is offering
Complimentary
Energy Saving Products!

INSTALLED

- Standard LEDs
- Reflector LEDs
- Globe LEDs
- Load-sensing power strips
- Thermostatic valves
- Shower heads



City of Ukiah

To sign up call 888-555-2345 or go to
www.directefficiency.com/ukiah



Electric Bike (E-Bike) Rebate Application

Complete application and sign/date.
All information is required to process rebate(s).

Office Use Only

Rebate:

Month/Year:

CUSTOMER INFORMATION

Utility Account # (if known)		Phone		Date	
First Name		Last Name			
Installation Address		Email			
City		State		Zip	
Property Occupied by: ☐ Tenant ☐ Owner					
Mailing Address (if different)					
City		State		Zip	

Charger Type	Required	Qty	Rebate per Unit
☐ Approved Electric-CARE customer E-Bike	☐ Final Invoice showing Model & Total Cost		\$700
☐ E-Bike purchased at a Ukiah retailer	☐ Final Invoice showing Model & Total Cost		\$400
☐ E-Bike purchased from a retailer outside of Ukiah	☐ Final Invoice showing Model & Total Cost		\$300
☐ E-Bike conservation kit	☐ Final Invoice showing Model & Total Cost		\$50

PROGRAM REQUIREMENTS:

- Customer must intend to replace trips otherwise taken by automobile: E-Bikes purchased solely for recreation do not qualify (ie: mountain bikes).
- Customer must be an Ukiah Electric customer
- Rebate application must be submitted within six (6) months of purchase to qualify
- Maximum one E-Bike per electric account
- Rebate for CARE customers will not exceed 100% of the purchase cost
- Rebate for non-CARE customers will not exceed 75% of the purchase cost

Upon signing this agreement, customer acknowledges the following:

City of Ukiah (City) reserves the right to inspect completed work and installed product(s). Rebate(s) will be paid only on work that meets City specifications. Customer certifies that they are familiar with, and agree to, the standards regarding this program. City disclaims any warranty, whether expressed or implied, for any materials or labor associated with installation, maintenance, repair, or any energy savings associated with use. City will not accept any liability resulting from participation in this program. This rebate offer may be changed or discontinued at any time by City. I understand the above and certify that I am a customer of City, that the product(s) are installed and operating at the location indicated and that this address is within City service territory.

CUSTOMER SIGNATURE _____ **DATE** _____

Submit completed rebate application, copy of all invoices/receipt(s), and additional qualification information (if applicable) to rebate@esgroupllc.com or Mail to:

City of Ukiah
Attn: Energy Efficiency Rebates
PO BOX 13742
Sacramento, CA 95853
rebate@esgroupllc.com

Rebate applications must be submitted within six (6) months of purchase to qualify.

Allow 8 to 10 weeks for processing.

Call 707-467-5700 to learn about energy efficiency programs.



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution Authorizing Application to and Participation in the California Department of Housing and Community Development Prohousing Designation Program.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter, Community Development Director

PRESENTER: Craig Schlatter, Community Development Director

ATTACHMENTS:

1. prohousing-application-scoring rubric
2. Prohousing Designation Resolution

Summary: Council will consider adoption of resolution authorizing application to and participation in the California Department of Housing and Community Development Prohousing Designation Program.

Background: In July 2021, the California Department of Housing and Community Development (HCD) began accepting over the counter applications from jurisdictions interested in pursuing a Prohousing designation through HCD's Prohousing Designation Program (PDP). The PDP, authorized through the State Legislature and pursuant to Government Code 65589.9, is intended to create incentives for jurisdictions that are compliant with housing element requirements and have enacted prohousing local policies. The Legislature also intended that these incentives be in the form of additional points or other preference in the scoring of competitive housing and infrastructure programs.

According to HCD's PDP website, local jurisdictions can "...receive an advantage such as priority processing or funding points when applying for several funding programs including: Affordable Housing and Sustainable Communities (AHSC), Infill Infrastructure Grant, Transformative Climate Communities, and Transit and Intercity Rail Capital Program." The State also notes that other programs may be added to the list.

According to the State's application FAQs, the minimum point score a jurisdiction must achieve on the application to be designated a prohousing jurisdiction is 30, out of a total of 60 points (see Attachment 1 for the scoring rubric). As of June 28, 2022, the most recent date the State published an update, only 13 jurisdictions had submitted applications, with the majority of these 13 jurisdictions being large cities and counties.

Discussion: Since adoption of the 2019-2027 Housing Element by the City Council in October 2019, Staff has prioritized implementation of Housing Element programs, most of which qualify as the prohousing measures contained in Attachment 1. Since many of the Housing Element programs have now been completed, Staff's analysis shows the City may qualify for the minimum number of points needed to attain the Prohousing designation. Staff estimates a score of 32 given currently implemented programs.

Given the continued need for housing in the city, Staff recommends Council adopt the Resolution (Attachment 2) authorizing an application to and participation in the Prohousing Designation Program.

Recommended Action: Adopt resolution authorizing application to and participation in the California Department of Housing and Community Development's (HCD) Prohousing Designation Program.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

Project Proposal
Category 1: Favorable Zoning and Land Use

Category	Prohousing Policy Description	Points
1A	Sufficient sites, including rezoning, to accommodate 150 percent or greater of the current or draft RHNA, whichever is greater, by total or income category.	3
1B	Permitting missing middle housing uses (e.g., duplexes, triplexes, and fourplexes) by right in existing low-density, single-family residential zones.	3
1C	Sufficient sites, including rezoning, to accommodate 125 to 149 percent of the current or draft RHNA, whichever is greater, by total or income category. These points shall not be awarded if the applicant earns three points pursuant to Category (1)(A) above.	2
1D	Density bonus programs which exceed statutory requirements by 10 percent or more.	2
1E	Increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit law (e.g., permitting more than one ADU or JADU per single-family lot). These policies shall be separate from any qualifying policies under Category (1)(B) above.	2
1F	Reducing or eliminating parking requirements for residential development as authorized by Government Code sections 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Government Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Government Code section 65915, subdivision (p).	2
1G	Zoning to allow for residential or mixed uses in one or more non-residential zones (e.g., commercial, light industrial). Qualifying non-residential zones do not include open space or substantially similar zones.	1
1H	Modification of development standards and other applicable zoning provisions to promote greater development intensity. Potential areas of focus include floor area ratio; height limits; minimum lot or unit sizes; setbacks; and allowable dwelling units per acre. These policies must be separate from any qualifying policies under Category (1)(B) above.	1
1I	Establishment of a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a housing sustainability district, as defined in Government Code section 66200.	1
1J	Demonstrating other zoning and land use actions that measurably support the Acceleration of Housing Production.	1

Project Proposal
Category 2: Acceleration of Housing Production Timeframes

Category	Prohousing Policy Description	Points
2A	Establishment of ministerial approval processes for a variety of housing types, including single-family and multifamily housing.	3
2B	Establishment of streamlined, program-level CEQA analysis and certification of general plans, community plans, specific plans with accompanying Environmental Impact Reports (EIR), and related documents.	2
2C	Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law (Pub. Resources Code, §§ 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, § 65457; Cal Code Regs., tit. 14, §§ 15303, 15332; Pub. Resources Code, §§ 21094.5, 21099, 21155.2, 21159.28).	2
2D	Establishment of permit processes that take less than four months. Policies under this Category (2)(D) must address all approvals necessary to issue building permits.	2
2E	Absence or elimination of public hearings for projects consistent with zoning and the general plan.	2
2F	Establishment of consolidated or streamlined permit processes that minimize the levels of review and approval required for projects, and that are consistent with zoning regulations and the general plan.	1
2G	Absence, elimination or replacement of subjective development and design standards with objective development and design standards that simplify zoning clearance and improve approval certainty and timing.	1
2H	Establishment of one-stop-shop permitting processes or a single point of contact where entitlements are coordinated across city approval functions (e.g., planning, public works, building) from entitlement application to certificate of occupancy.	1
2I	Priority permit processing or reduced plan check times for ADUs/JADUs, multifamily housing, or homes affordable to lower- or moderate-income households.	1
2J	Establishment of a standardized application form for all entitlement applications.	1
2K	Practice of publicly posting status updates on project permit approvals on the Internet.	1
2L	Limitation on the total number of hearings for any project to three or fewer. Applicants that accrue points pursuant to Category (2)(E) are not eligible for points under this Category (2)(L).	1
2M	Demonstration of other actions, not listed above, that quantifiably decrease production timeframes or promote the streamlining of approval processes.	1

Project Proposal
Category 3: Reduction of Construction and Development Costs

Category	Prohousing Policy Description	Points
3A	Waiver or significant reduction of development impact fees for residential development.	3
3B	Adoption of ordinances or implementation of other mechanisms that result in less restrictive requirements than Government Code sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not limited to, development standards improvements, permit processing improvements, dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages.	2
3C	Adoption of other fee reduction strategies separate from Category (3)(A) above, including fee deferrals and reduced fees for housing for persons with special needs.	1
3D	Promoting innovative housing types (e.g., manufactured homes, recreational vehicles, park models) that reduce development costs.	1
3E	Measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes; creation of on-street parking for bikes; transit-related improvements; or establishment of carshare programs.	1
3F	Adoption of universal design ordinances pursuant to Health and Safety Code section 17959.	1
3G	Establishment of pre-approved or prototype plans for missing middle housing types (e.g., duplexes, triplexes, and fourplexes) in low-density, single-family residential areas.	1
3H	Demonstration of other actions, not listed above, that quantifiably reduce construction or development costs.	1

Project Proposal
Category 4: Providing Financial Subsidies

Category	Prohousing Policy Description	Points
4A	Establishment of local housing trust funds or collaboration on a regional housing trust fund.	2
4B	Provide grants or low-interest loans for ADU/JADU construction affordable to lower- and moderate-income households.	2
4C	A comprehensive program that complies with the Surplus Land Act (Gov. Code, § 54220 et seq.) and that makes publicly owned land available for affordable housing, or for multifamily housing projects with the highest feasible percentage of units affordable to lower income households. A qualifying program may utilize mechanisms such as land donations, land sales with significant write-downs, or below-market land leases.	2
4D	Establishment of an Enhanced Infrastructure Financing District or similar local financing tool that, to the extent feasible, directly supports housing developments in an area where at least 20 percent of the residences will be affordable to lower income households.	2
4E	Directed residual redevelopment funds to affordable housing.	1
4F	Development and regular (at least biennial) use of a housing subsidy pool, local or regional trust fund, or other similar funding source.	1
4G	Prioritization of local general funds for affordable housing.	1
4H	Demonstration of other actions, not listed above, that quantifiably promote, develop, or leverage financial resources for housing.	1

Project Proposal Enhancement Factors

The Department shall utilize enhancement factors to increase the point scores of Prohousing Policies. Each Prohousing Policy will receive extra points for enhancement factors in accordance with the chart below.

Category	Prohousing Policy Description	Points
1	Policy that represents one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, affordable housing, climate change solutions, and/or hazard mitigation.	2
2	Policies that promote development consistent with the state planning priorities pursuant to Government Code section 65041.1.	1
3	Policies that diversify planning and target community and economic development investments (housing and non-housing) to improve lower opportunity areas. Such areas include, but are not limited to, Low Resource and High Segregation & Poverty areas designated in the most recently updated TCAC/HCD Opportunity Maps, and disadvantaged communities pursuant to California Senate Bill 535 (2012).	1
4	Policies that go beyond state law requirements in reducing displacement of lower income households and conserving existing housing stock that is affordable to lower income households.	1
5	Rezoning and other policies that support high-density development in Location Efficient Communities.	1
6	Rezoning and other policies that result in a net gain of housing capacity while concurrently mitigating development impacts on or from Environmentally Sensitive or Hazardous Areas.	1
7	Zoning policies that increase housing choices and affordability in High Resource and Highest Resource areas, as designated in the most recently updated TCAC/HCD Opportunity Maps.	1
8	Other policies that involve meaningful actions towards affirmatively furthering fair housing pursuant to Government Code section 8899.50, including, but not limited to, outreach campaigns, updated zoning codes, and expanded access to financing support.	1

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE PROHOUSING DESIGNATION PROGRAM

WHEREAS, Government Code section 65589.9 established the Prohousing Designation Program (“PDP” or “Program”), which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies; and

WHEREAS, such jurisdictions will be designated Prohousing, and, as such, will receive additional points or other preference during the scoring of their competitive applications for specified housing and infrastructure funding; and

WHEREAS, the Department of Housing and Community Development (“Department”) has adopted emergency regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) to implement the Program (“Program Regulations”), as authorized by Government Code section 65589.9, subdivision (d); and

WHEREAS, the City of Ukiah (“Applicant”) desires to submit an application for a Prohousing Designation (“Application”).

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UKIAH AS FOLLOWS:

1. Applicant is hereby authorized and directed to submit an Application to the Department.
2. Applicant acknowledges and confirms that it is currently in compliance with applicable state housing law.
3. Applicant acknowledges and confirms that it will continue to comply with applicable housing laws and to refrain from enacting laws, developing policies, or taking other local governmental actions that may or do inhibit or constrain housing production. Examples of such local laws, policies, and action include moratoriums on development; local voter approval requirements related to housing production; downzoning; and unduly restrictive or onerous zoning regulations, development standards, or permit procedures. Applicant further acknowledges and confirms that it commits itself to affirmatively furthering fair housing pursuant to Government Code section 8899.50.
4. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver all documents required or deemed necessary or

appropriate to participate in the Program, and all amendments thereto (the "Program Documents").

5. Applicant acknowledges and agrees that it shall be subject to the Application; the terms and conditions specified in the Program Documents; the Program Regulations; and any and all other applicable law.
6. The City Manager of the City of Ukiah is authorized to execute and deliver the Application and the Program Documents on behalf of the Applicant for participation in the Program.

PASSED AND ADOPTED this ____ day of _____, 2022, by the following vote:

AYES: **[Insert #]**

NOES: **[Insert #]**

ABSENT: **[Insert #]**

ABSTAIN: **[Insert #]**

Jim O. Brown, Mayor

The undersigned, Kristine Lawler, City Clerk, of Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Applicant's governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

SIGNATURE: _____

DATE: _____

NAME: _____

TITLE: _____



AGENDA SUMMARY REPORT

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

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Brown and Various Councilmembers

ATTACHMENTS:

1. 2022 City Council Special Assignments

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment 1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

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

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

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 once a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Office of Emergency Management 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Orozco Duenas- Alternate	Tami Bartolomei, Office of Emergency Management Coordinator; 467-5765 tbartolomei@cityofukiah.com	
Greater Ukiah Business & Tourism Alliance	3rd Tuesday of month, 11:30 a.m.	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	Duenas Rodin - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com	
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 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 Rodin- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@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 Duenas- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena	Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Duenas Orozco - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@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	Shannon Riley, Deputy City Manager	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com	
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall	Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 508-3670	Consider issues related to Russian river - plans projects and funding requests	Rodin Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road 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 Duenas- 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	Orozco Davis- Alternate	Neil David Burton, Museum Director; 467-2836 dburton@cityofukiah.com	
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	Cedric Crook, Patrol Lieutenant	Cedric Crook, Patrol Lieutenant Nob; 463-6771; ccrook@cityofukiah.com	
Northern California Power Agency (NCPA) - Commission	4th Thursday of month, 9:00 a.m. (see NCPA calendar)	Roseville, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of State and local power utilities developing and operating power generation, providing scheduling and related energy services and providing regulatory and legislative support.	Crane - Commissioner Sauers - Alternate and Commissioner in absence of Commissioner Crane	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com	
Northern California Power Agency (NCPA) – Lodi Energy Center (LEC) Appointment	2nd Monday of month, 10:00 AM	Lodi, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4299	Committee oversees the operation, maintenance and expenditures of the LEC 300 MW generating project.	Sauers – Project Participate Appointee	Cindy Sauers, Electric Utility Director, 463-6286, csauers@cityofukiah.com	
Transmission Agency of Northern California (TANC)	4th Wednesday of month, 10 a.m.	35 Iron Point Circle Suite 225 Folsom, CA	35 Iron Point Cir #225 Folsom, CA 95630 916-852-1673; info@tanc.us	Provide electric transmission to its Member utilities through transmission line ownership or contract arrangements.	Crane Sauers - Alternate	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com	

2022 CITY COUNCIL SPECIAL ASSIGNMENTS

LOCAL/COUNTY/REGIONAL/LIASENS 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	Rodin Orozco-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 Orozco, Alternate Alan Carter , Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months; 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Supervisor Mulheren	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	White/Orozco	Sean White , Director of Water Resources; 463-5712 swwhite@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	Rodin/Crane	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 1st District Liaison	Monthly; TBD	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 1st District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@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 County's 2nd District Supervisor	Brown	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIASENS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
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	Doug Hutchison , Fire Chief; 463-6263; dhutchison@cityofukiah.com
STANDING COMMITTEES	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Equity and Diversity	TBD	Virtual Meeting Room (link to be created)	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Improve diversity and equity in the City's workforce and municipal services	Orozco/Duenas	Traci Boyl , City Manager's Office Management Analyst; 467-5720 tboy1@cityofukiah.com

2022 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Cindy Sauers, Electric Utility Director; 463-629586 csauers@cityofukiah.com
Trench Cut Policy Development	Crane/Brown	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 22/23 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
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Rodin	Sage Sangiacomo, City Manager 463-6221 ssangiacomo@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Cindy Sauers, Electric Utility Director; 463-629586 csauers@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
2021 Electric Rate Study	Crane/Duenas	Cindy Sauers, Electric Utility Director; 463-6286 csauers@cityofukiah.com
Housing Policy	Rodin/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
UVSD/ City Relations <i>Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing</i>	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sean White, Water Resources Director 463-5712 swhite@cityofukiah.com
Upper Russian River Water Agency/City Relations	Crane/Brown	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
Orr Street Bridge Corridor	Rodin/Duenas	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Complete Streets	Rodin/Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com
Cannabis Ordinance Modifications	Rodin/Duenas	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Special Districts	Brown/Crane	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Public Financing	Rodin/Orozco	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Corp Yard	Crane/Brown	Jason Benson, Senior Civil Engineer 463-6284 jbenenson@cityofukiah.com
Police Chief Recruitment	Brown/Rodin	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Great Redwood Trail	Rodin/Duenas	Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com