



Regular Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
December 18, 2019 - 6:00 PM

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

- 3.a. Proclamation of the Ukiah City Council Recognizing CAL FIRE for Fire Prevention and Mitigation Efforts in the Ukiah Valley.

Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing CAL FIRE for fire prevention and mitigation efforts in the Ukiah valley.

Attachments:

1. Proclamation 2 - CalFire

- 3.b. Introduction of Lieutenant Noble Waidelich and Police Officer Patrick Infante.

Recommended Action: Police Chief to introduce Lieutenant Waidelich and Officer Infante.

Attachments: None

- 3.c. Presentation from Greater Ukiah Business and Tourism Alliance Regarding Activities and Events

Recommended Action: Receive presentation from Una Wirkebau, Executive Director of the Greater Ukiah Business and Tourism Alliance.

Attachments: None

4. **PETITIONS AND COMMUNICATIONS**

5. **APPROVAL OF MINUTES**

- 5.a. Approval of the Minutes for the December 4, 2019, Regular Meeting.

Recommended Action: Approve the Minutes of December 4, 2019, a Regular Meeting, as submitted.

Attachments:

1. December 4, 2019, Draft Minutes

6. RIGHT TO APPEAL DECISION

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

7. CONSENT CALENDAR

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

7.a. Report of Disbursements for the Month of November 2019.

Recommended Action: Approve the Report of Disbursements for the Month of November 2019.

Attachments:

1. November 2019 Summary of Disbursements
2. Account Codes for Reference
3. Object codes for Reference
4. November 2019 Disbursement Detail

7.b. Approval of Notice of Completion for Northwestern Pacific Rail Trail Project Phase 2, Specification No. 17-12.

Recommended Action: 1. Accept the work as complete. 2. Direct the City Clerk to file the Notice of Completion with the County Recorder for Northwestern Pacific Rail Trail Project, Specification No. 17-12.

Attachments:

1. Notice of Completion-Spec17-12

7.c. Adoption of Resolution Approving Records Destruction.

Recommended Action: Adopt resolution authorizing the destruction of 33 boxes of outdated documents.

Attachments:

1. Resolution with Exhibit A

- 7.d. Adoption of Resolution to Extend the Declaration of a Local Emergency Related to the 2019 Winter Storm Event.
Recommended Action: Adopt Resolution to extend the declaration of a local emergency related to the 2019 winter storm events.
Attachments:
1. Attachment_1_Local_Emergency_City_of_Ukiah
 2. Attachment 2 Local Emergency City of Ukiah
 3. Attachment 3 Local Emergency City of Ukiah
 4. Attachment 4 Local Emergency City of Ukiah
 5. Attachment 5 Local Emergency City of Ukiah
 6. Attachment 6 - Local Emergency City of Ukiah
 7. Attachment 7 Local Emergency City of Ukiah
 8. Attachment 8 -Local Emergency City of Ukiah
 9. Attachment 9 Local Emergency City of Ukiah
 10. Attachment 10 Local Emergency City of Ukiah
 11. Attachment 11 Local Emergency City of Ukiah
 12. Attachment 12 Local Emergency City of Ukiah
 13. Attachment 13 Local Emergency City of Ukiah
- 7.e. Consider Approval of Budget Amendment in the Amount of \$5,000 to the Dispatch Supplies and Equipment Account to Replace a Router.
Recommended Action: Consider Approval of Budget Amendment in the Amount of \$5,000 to the Dispatch Supplies and Equipment Account to replace a router.
Attachments: None
- 7.f. Approval of Contract Amendment with Ukiah Waste Solutions for Biosolids Removal at the Wastewater Treatment Plant.
Recommended Action: Approve contract amendment with Ukiah Waste Solutions for Biosolids Removal at the Wastewater Treatment Plant.
Attachments:
1. Contract 1516143
 2. Amendment 1
 3. Amendment 2
 4. Amendment 3
- 7.g. Authorize the City Manager to Terminate Existing Contract with Muni Services, and Negotiate and Execute a Contract for Sales, Use and Transactions Tax Auditing and Management Services with HDL Companies, and Adopt a Resolution of Confidentiality Authorizing HDL's Access to the Confidential Database
Recommended Action: Authorize the City Manger to terminate the existing contract with Muni Services, and negotiate and execute a contract for sales, use and transactions tax auditing and management services with HdL Companies, and adopt resolution of confidentiality authorizing HdL's access to the confidential database.
Attachments:
1. HdL Proposal, 3-21-19
 2. RESO Sales_Use_Transactions-MAIN-CITY

- 7.h. Update on Emergency Repair of Percolation Pond Levees at the Wastewater Treatment Plant, and Determine that Emergency Conditions Continue to Require the Repair of the Percolation Pond Levees.

Recommended Action: Determine that emergency conditions continue to require the repair of the Percolation Pond Levees at the Wastewater Treatment Plant without competitive bidding.

Attachments:

1. CC Reso 2019-56 - Approving Emergency Procurement RE Percolation Pond Levees

- 7.i. Approval of Notice of Completion for the 2019 Street Rehabilitation Project, Specification No. 19-08 and Approval of Corresponding Budget Amendment in the Amount of \$301,987

Recommended Action: Approve the of Notice of Completion for the 2019 Street Rehabilitation Project, Specification No. 19-08 and Approval of Corresponding Budget Amendment in the Amount of \$301,987

Attachments:

1. Notice of Completion-Spec 19-08

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. Consideration and Possible Adoption of a Resolution Amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department (to be continued to the 1/15/20 meeting).

Recommended Action: Continue the Public Hearing for the Fee Schedule for the Planning and Building Divisions of the Community Development Department, to the January 15, 2020, at 6:00 p.m.

Attachments: None

12. UNFINISHED BUSINESS

- 12.a. Consider Adoption of Resolution Adopting a 2020 Legislative Platform to Serve as Guidelines for Local, State, and Federal Legislative Matters.

Recommended Action: Adopt resolution adopting a 2020 Legislative Platform to serve as guidelines for local, state, and federal legislative matters.

Attachments:

1. Resolution_Legislative Platform 2020
2. 2020 Strategic Goals

13. NEW BUSINESS

- 13.a. Authorize City Manager to Negotiate and Execute a Purchase Agreement for Two Parcels APN 002-273-19, 002-273-30, Located at 501 South State Street, and Approve the Community Development Director's Determination that the Purchase of the Two Parcels Qualifies for a CEQA Exemption.

Recommended Action: *Approve the Community Development Director's Determination that the purchase of the two parcels qualifies for a CEQA exemption; authorize City Manager to negotiate and execute a Purchase Agreement for the two parcels, APN 002-273-19, 002-273-30, located at 501 South State Street; and approve the corresponding budget amendment.*

Attachments:

1. CA1-125 Ukiah Sale Agreement

- 13.b. Possible Introduction by Title Only of Electric Vehicle Charging Station Parking Ordinance.

Recommended Action: *Staff asks that the City Council discuss and consider introducing the Electric Vehicle Charging Station Parking Ordinance by title only.*

Attachments:

1. EV Charging Station Ordinance Redline
2. EV Charging Station Ordinance Clean

- 13.c. Receive Updates on City Council Committee and Ad Hoc Assignments, and 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. 2020 City Council Special Assignments Worksheet - redline

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

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

(Government Code Section 54956.9(d))

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

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

Recommended Action: *Confer in Closed Session*

Attachments: None

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

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

Recommended Action: *Confer in Closed Session*

Attachments: None

- 14.c. **Conference with Legal Counsel – Existing Litigation**

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

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

Recommended Action: *Confer in Closed Session*

Attachments: None

14.d. **Conference with Legal Counsel – Existing Litigation**

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

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

Recommended Action: Confer in Closed Session

Attachments: None

14.e. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

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

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Bank of America

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

Attachments: None

14.f. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

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

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Onetogether Solutions

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

Attachments: None

14.g. **Conference with Labor Negotiator (54957.6)**

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

Recommended Action: Confer in Closed Session

Attachments: None

15. ADJOURNMENT

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

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



AGENDA SUMMARY REPORT

SUBJECT: Proclamation of the Ukiah City Council Recognizing CAL FIRE for Fire Prevention and Mitigation Efforts in the Ukiah Valley.

DEPARTMENT: City Manager / Admin **PREPARED BY:** Maya Simerson, Project & Grant Administrator

ATTACHMENTS:

1. Proclamation 2 - CalFire

Summary: City Council to issue a proclamation recognizing CAL FIRE for fire prevention and mitigation efforts in the Ukiah valley.

Background: Over the past year, the City of Ukiah and the County of Mendocino engaged with CAL FIRE, and other key stakeholder groups to develop fire prevention and mitigation measures for the Ukiah Valley, including the western hills that border the city.

The citizens of the City of Ukiah recognize that this effort was bolstered by our local representatives and an Executive Order from Governor Gavin Newsom, which prioritized and funded fuel reduction work in the Ukiah Valley, along with 34 other priority communities.

This proclamation is being presented in tandem with a similar proclamation to CAL FIRE from the Board of Supervisors for the County of Mendocino on December 17, 2019.

Discussion:

The complete scope of the 26,541 acre Ukiah Fuels Reduction Project will better protect approximately 39,000 residents in the Ukiah area.

Work CAL FIRE has completed to date in the western hills includes:

- 14.1 miles of dozer fuel break using State and private equipment
- 3.25 miles of fuel break
- 223 total acres treated
- 11,650+ personnel hours

Beginning this month, and continuing into spring as weather and air quality conditions allow, CAL FIRE will conduct controlled burning around the Ukiah Valley. This controlled burning will include piles of vegetation, and broadcast burning of larger areas to strategically reduce fuel loads and lessen the intensity of future wildfire in the area. Broadcast burning of hillside lands immediately west of Ukiah will be visible from the city, and a CAL FIRE helicopter will be used to ignite controlled burns on hillsides. Burning activities will begin at approximately 10:00 a.m., and conclude at approximately 4:00 p.m. daily. Smoke will be visible throughout the surrounding areas as burning operations are conducted.

It is important to remember that residents have a critical role in creating defensible space around their own

homes and property. Fire Marshal Kevin Jennings of the Ukiah Valley Fire Authority has been meeting with neighborhood groups and interested property owners to provide them with information about steps that should be taken to improve fire safety. Local groups are encouraged to contact the Fire Marshall with questions or requests for information. Additionally, information about how you and your family can prepare for wildfire can be found online at www.readyforwildfire.org.

The State's Community Wildfire Prevention & Mitigation Report (45 Day Plan), written in response to the Governor's Order can be viewed along with a project location web map viewer at <https://www.fire.ca.gov/about-us/45-day-report/> . To directly receive current information from CAL FIRE, including announcements about controlled burning in the Ukiah Valley, residents are encouraged to follow the CAL FIRE Mendocino Unit on Twitter: @CALFIREMEU and on Facebook @ CAL FIRE Mendocino Unit.

The City Council recognizes and thanks CAL FIRE for exceptional fire prevention and mitigation efforts in the Ukiah valley.

The Proclamation is Attachment 1.

Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing CAL FIRE for fire prevention and mitigation efforts in the Ukiah valley.

BUDGET AMENDMENT REQUIRED: N/A

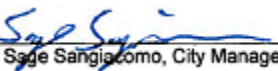
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Greg Bertelli, Deputy Chief, CAL FIRE & Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager

P R O C L A M A T I O N

C I T Y O F U K I A H

RECOGNIZING CAL FIRE FOR EXCEPTIONAL SERVICE TO THE CITIZENS OF THE CITY OF UKIAH AND THE GREATER UKIAH VALLEY THROUGH SIGNIFICANT FIRE PREVENTION AND MITIGATION ACTIVITIES

WHEREAS, many areas of Mendocino County are at elevated risk levels for wildfire due to steep terrain, increased fuel loads and limited access, including the western hills adjacent to the City of Ukiah; and

WHEREAS, catastrophic fires of recent years made clear the need to create defensible space for communities on a landscape level just as we need to create defensible space for individual homes and businesses; and

WHEREAS, beginning early this year CAL FIRE, the City of Ukiah, the County of Mendocino; the Ukiah Valley Fire Authority, the Mendocino County Resource Conservation District, Fire Safe Councils and private property owners began developing fire prevention and mitigation plans, including a grant application for \$1.6 million dollars, particularly for the western hills that border the City of Ukiah; and

WHEREAS, the Western Hills Fuels Reduction Project was conceived as a three-part project involving the renewal and extension of a shaded fuel break originally established in 2004 along the boundary of the local and state responsibility areas adjacent to the City of Ukiah; the renewal, extension and widening of ridge top fuel breaks; and the use of prescribed burning to achieve significant fuel reduction; and

WHEREAS, due to the successful advocacy of Assemblymember Jim Wood, Senator Mike McGuire, and local CAL FIRE personnel the Western Hills Fuels Reduction Project became a Governor's priority project and was expanded by local CAL FIRE personnel to include areas of the greater Ukiah Valley and submitted to Governor Gavin Newsom as the "Ukiah Fuels Reduction Project" who prioritized it along with 34 other priority community projects, allowing work to proceed in advance of grant funding being received; and

WHEREAS, this work was accomplished by the efforts of the CAL FIRE Ukiah Station, Parlin Fork Conservation Camp and Chamberlain Creek Conservation Camp, along with other crews loaned to the project, including during fire season, who expended a total of over 11,650 hours on the project with additional support from private land owners and logistical support from the City of Ukiah and County of Mendocino; and

WHEREAS, the complete scope of the Ukiah Fuels Reduction Project includes 26,541 acres, providing enhanced fire protection to approximately 39,000 residents of the City of Ukiah and the Greater Ukiah Valley; and

WHEREAS, the Ukiah Fuels Reduction Project is a model of creating defensible space for communities at the landscape level based on multi-agency and public-private cooperation, including, in addition to the previous named agencies, support from the Bureau of Land Management and the Army Corps of Engineers; and

WHEREAS, Mendocino County Deputy CEO Steve Dunncliff, Ukiah Valley Fire Authority Fire Marshall Kevin Jennings, Ukiah City Manager Sage Sangiacomo, Ukiah Project Administrator Maya Simerson, and Ruth Valenzuela of Assemblymember Wood's Office provided crucial support and encouragement for the Ukiah Fuels Reduction Project; and

WHEREAS, the leadership and dedication of CAL FIRE Unit Chief Brett Pinson and Battalion Chief Mike Maynard have been and continue to be instrumental to the development and implementation of the Ukiah Fuels Reduction Project.

NOW, THEREFORE, BE IT RESOLVED, that I, Douglas Crane and my fellow Ukiah City Council members, Maureen Mulheren, Steve Scalmanini, Jim Brown, and Juan Orozco; do hereby recognize the exceptional service of Brett Pinson, Mike Maynard, and CAL FIRE to the Citizens of the City of Ukiah and the Greater Ukiah Valley, and extend our sincere thanks and appreciation for successful development and implementation of the Ukiah Fuels Reduction Project.

Signed and sealed, this 18th day of December in the year Two Thousand and Nineteen.



AGENDA SUMMARY REPORT

SUBJECT: Introduction of Lieutenant Noble Waidelich and Police Officer Patrick Infante.

DEPARTMENT: Police **PREPARED BY:** Justin Wyatt, Police Chief

ATTACHMENTS:

None

Summary: The Police Department is pleased to introduce Lieutenant Noble Waidelich and Police Officer Patrick Infante.

Background: Noble Waidelich was recently promoted as the Department's Administrative Lieutenant. His responsibilities include managing the Detective Bureau, Special Enforcement Team, training, and hiring and recruitment. Lieutenant Waidelich has a Bachelor's Degree in Business Administration and has served as a patrol officer, detective, and patrol sergeant. Lieutenant Waidelich was part of the Measure P committee and is currently a board member for the Ford Street Project. Lieutenant Waidelich was employed by the Lake County Sheriff's Office before coming to the Ukiah Police Department.

Patrick Infante was hired by the Ukiah Police Department in August of 2019 as a Police Officer Trainee. Officer Infante endured a rigorous field training program, which he completed in November, and now works as a solo patrol officer. Officer Infante was employed in the banking industry prior to coming to the Ukiah Police Department.

Discussion: The Ukiah Police Department is pleased to introduce Lieutenant Waidelich and Officer Infante.

Recommended Action: Police Chief to introduce Lieutenant Waidelich and Officer Infante.

BUDGET AMENDMENT REQUIRED: No

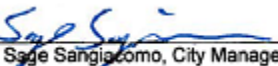
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Presentation from Greater Ukiah Business and Tourism Alliance Regarding Activities and Events

DEPARTMENT: Economic Development **PREPARED BY:** Shannon Riley, Deputy City Manager

ATTACHMENTS:

None

Summary: The Council will receive a presentation from Una Wirkebau, the Executive Director of the Greater Ukiah Business and Tourism Alliance.

Background: Effective July 1, 2019, the Chamber of Commerce, Ukiah Main Street Program, and Visit Ukiah have merged to become the Greater Ukiah Business and Tourism Alliance.

Discussion: Executive Director Una Wirkebau will provide a brief presentation regarding the activities and events of the Greater Ukiah Business and Tourism Alliance.

Recommended Action: Receive presentation from Una Wirkebau, Executive Director of the Greater Ukiah Business and Tourism Alliance.

BUDGET AMENDMENT REQUIRED:

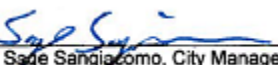
CURRENT BUDGET AMOUNT:

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
December 4, 2019
6:00 p.m.**

A Mayor's Reception took place in the Civic Center Lobby 5:30 P.M.

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on December 4, 2019, having been legally noticed on November 26, 2019. Mayor Mulheren called the meeting to order at 6:06 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, and Maureen Mulheren. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR MULHEREN PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Mulheren.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Appointment of New Mayor and Vice Mayor, and Council Reorganization.

Presenter: Kristine Lawler, City Clerk.

Motion/Second: Brown/Scalmanini to nominate and appoint Douglas F. Crane as Mayor, and Juan V. Orozco as Vice Mayor. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

The Council took their new seats.

MAYOR CRANE PRESIDING

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the Minutes for the November 20, 2019, Special Meeting.

b. Approval of the Minutes for the November 20, 2019, Regular Meeting.

Motion/Second: Brown/Orozco to approve the Minutes of November 20, 2019, a special meeting, and the Minutes of November 20, 2019, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, and Orozco. NOES: None. ABSENT: None. ABSTAIN: Crane.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Approval of Amendment of Rental Agreement (*COU No. 1920-187*) for Generators for the Sewer Lift Stations and Water Wells to Peterson Power Systems for Three Months in the Amount of \$26,541.63 for the Public Safety Power Shutoffs, and Approve Associated Budget Amendment – *Water Resources*.

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

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

9. COUNCIL REPORTS

Presenters: Councilmembers Brown, Mulheren, and Scalmanini.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager

- **Temporary Roadway Changes on Stevenson between School and Oak Streets** – Tim Eriksen, Public Works Director / City Engineer.
- **Progress on Long-range Planning Activities** – Craig Schlatter, Community Development Director.
- **North Coast Rail Authority (NCRA) Park Overlay** – Sage Sangiacomo, City Manager.

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

- a. **Discussion and Possible Direction to Staff Regarding a Mendocino County Rezoning and General Plan Amendment, Case #GP_2019-0002/R_2019-0003.**

Presenter: Craig Schlatter, Community Development Director.

Public Comment: Susan Era and Frank McGarvey.

Motion/Second: Brown/Scalmanini to reaffirm the concerns expressed in the May 2, 2019 letter, and other concerns that staff is able to identify with regards to inconsistencies of the Ukiah Valley Area Plan. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

- b. **Adopt Resolution Approving Award of Contract to Ghilotti Construction Company for the Emergency Repair of the Percolation Pond Levees at the Wastewater Treatment Plant in the Amount of \$318,620.00, and Approve Corresponding Budget Amendment.**

Presenter: Sean White, Water Resources Director.

Motion/Second: Brown/Scalmanini to adopt Resolution (2019-56) approving award of contract (*COU No. 1920-188*) to Ghilotti Construction Company for the emergency repair of the percolation pond levees at the Wastewater Treatment Plant in the amount of \$318,620.00, and approve corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

c. Review Proposed Design for the Audio/Visual Upgrade of the Council Chambers and Conference Rooms 3 and 5.

Presenters: Mary Horger, Financial Services Manager and Michael Ingwell, Information Technology Manager.

Motion/Second: Scalmanini/Mulheren to approve bid specifications to be developed and sent out to bid. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

d. Receive Year-end Financial Report for the 2018-19 Fiscal Year.

Presenter: Dan Buffalo, Finance Director.

Report was received.

RECESS: 8:44 – 8:49 P.M.

13. NEW BUSINESS

a. Authorize the City Manager to Negotiate and Execute an Amended Agreement with OpenGov.

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

Motion/Second: Brown/Scalmanini to authorize the City Manager to negotiate and execute an amended agreement (COU No. 1718-201-A1) with OpenGov. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

b. Approve the City's Electric Utility Wildfire Mitigation Plan (WMP) in Response to Senate Bill 901.

Presenter: Cindy Sauers, Assistant Electric Utility Director.

Motion/Second: Scalmanini/Brown to approve the first annual Wildfire Mitigation Plan in response to Senate Bill 901. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

c. Discussion and Possible Action Regarding the Cancellation of the January 1, 2020, City Council Meeting with the Option for the Mayor and/or City Manager to Call for a Special Meeting on an Alternate Date if Time Sensitive Business Arises.

Presenter: Kristine Lawler, City Clerk.

Motion/Second: Crane/Orozco to approve the cancellation of the January 1, 2020, Regular City Council Meeting with the option for the Mayor and/or City Manager to call for a special meeting on an alternate date if time sensitive business arises. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

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

Presenter: Councilmember Brown.

Motion/Second: Mulheren/Scalmanini to appoint Councilmember Brown and Mayor Crane to serve on an Mayor rotation ad hoc. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 9:15 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d))

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

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

b. Conference with Legal Counsel—Anticipated Litigation

Government Code Section 54956.9(d)(2)

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

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

d. Conference with Legal Counsel – Existing Litigation

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

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

e. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

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

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Bank of America

Under Negotiation: Price & Terms of Payment

f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

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

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Onetogether Solutions

Under Negotiation: Price & Terms of Payment

g. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

No report out was received.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 9:32 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

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

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

ATTACHMENTS:

1. November 2019 Summary of Disbursements
2. Account Codes for Reference
3. Object codes for Reference
4. November 2019 Disbursement Detail

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

Background: Payments made during the month of November 2019 are summarized on 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): 3035409-3035516; 3035517-3035603; 3035604-3035685; 3035686-3035788; 3035789-3035847

Accounts Payable Wire Transfers: N/A

Payroll Check Numbers: 507590-507628; 507629-507652

Payroll Manual Check Numbers: N/A

Direct Deposit Numbers: 95834-96050; 96051-96268

Manual Direct Deposit Numbers: N/A

Void Check Numbers: 507369, 507634, 3035282, 3035436, 3033661, 3035272, 3028655, 3035292, 3035198

Void Direct Deposit Numbers: 96158, 96124, 96154, 96149, 96146, 96145, 96138, 96133, 96127, 96125, 96173, 96174, 96175, 96094

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

Attachment #1: November 2019 Summary of Disbursements

Attachment #2: Account Codes for Reference

Attachment #3: Object Codes for Reference

Attachment #4: November 2019 Disbursement Detail

Recommended Action: Approve the Report of Disbursements for the Month of November 2019.

BUDGET AMENDMENT REQUIRED: N/A

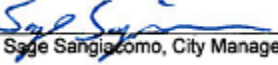
CURRENT BUDGET AMOUNT: N/A

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

Attachment 1

100	General Fund	\$208,114.83
105	Measure S General Fund	
110	Special General Fund	
120	Streets Capital Improvement	\$342,619.63
201	Worker's Comp Fund	\$568.00
202	Liability Fund	\$69,369.00
203	Garage Fund	\$9,515.59
204	Purchasing Fund	\$3,048.02
205	Billing & Collections Fund	\$10,581.47
206	Public Safety Dispatch Fund	\$3,554.48
207	Payroll Posting Fund	\$270,362.47
208	Building Maintenance/Corp Yard Fund	\$18,127.10
209	IT Fund	\$86,782.15
220	Equipment Reserve Fund	
249	City Housing Bond Proceeds	\$0.00
250	Special Revenue Fund	\$93.20
251	Special Projects Reserve Fund	
253	CITY PROP 172	\$4,900.46
300	Park Development Fund	
301	Anton Stadium Fund	\$0.00
302	Observatory Park Fund	
304	Swimming Pool Fund	\$0.00
305	Riverside Park Fund	\$0.00
306	Skate Park Fund	\$0.00
310	Museum Grants	
311	Alex Rorbaugh Recreation Center Fund	\$3,955.86
312	Downtown Business Improvement Fund	
313	LMIHF Housing Asset Fund	
314	Winter Special Events	\$19,203.80
315	Advanced Planning Fund	\$0.00
500	2106 Gas Tax Fund	\$62,945.56
501	2107 Gas Tax Fund	
503	2105 Gas Tax Fund	
505	Signalization Fund	
506	Bridge Fund	
507	1998 STIP Augmentation Fund	
508	SB325 Reimbursement Fund	
509	S.T.P. Fund	
510	Trans-Traffic Congest Relief Fund	
511	Rail Trail Fund	\$2,032,266.38
600	Community Development Block Grant	
601	EDBG 94-333 Revolving Loan	
602	Community Development Fund	
603	08-HOME-4688	
604	CDBG Grant 09-STBG-6417	
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	
630	Asset Seizure Fund	
631	Asset Seizure Fund (Drug/Alcohol)	
633	H & S Education 11489(B)(2)(A1)	\$3,000.00
634	Federal Asset Seizure Grants	
635	SUP Law Enforcement Service Fund	
637	Local Law Enforcement Block Grant	
638	ASSET Forfeiture 11470.2 H & S	\$826.18
639	Special Revenue - Police	\$0.00
640	Parking District Fund	\$2,876.79
691	Museum Fund	\$212.55

700	Sanitary Disposal Site Fund	\$119,154.29
701	Landfill Corrective Fund	
702	Disposal Closure Reserve Fund	
704	Post Closure Fund - Solid Waste	\$0.00
720	Golf Fund	\$16,689.30
730	Conference Center Fund	\$9,376.75
750	Visit Ukiah	
777	Airport Fund	\$78,929.12
778	Airport Capital Improvement Fund	
779	Special Aviation Fund	
800	Electric Fund	\$750,225.79
801	Electric Capital Reserve Fund	\$20,985.58
803	Lake Mendocino Bond Reserve	
805	Street Lighting Fund	\$12,239.11
806	Public Benefits Fund	\$13,055.65
807	Electric Capital & Trade Fund	
820	Water Fund	\$86,869.18
822	Water Capital Improvement Fund	\$64,632.67
830	Recycled Water Fund	\$1,667,296.99
840	City/District Sewer Fund	\$195,140.15
841	Sewer Construction Fund	\$66,750.00
843	Sewer Capital Fund	
900	Special Deposit Trust	\$25,320.31
901	General Service (Accts Recv)	\$1,125.14
902	U.S.W. Billing & Collection	\$98.15
903	Public Safety - AB 109	\$0.00
905	Federal Emergency Shelter Grant	
905	Mendocino Emergency Service Authority	
911	Russian River Watershed Association	\$34,552.96
915	UVFD	\$4,773.62
916	UVFD PROP 172	\$4,900.46
917	UVFD Measure B	\$1,263.65
918	UVFD Mitigation	
940	Sanitation District Special Fund	\$2,730.00
943	Sanitation District Capital Improvement Fund	
952	REDIP Sewer Enterprise Fund	
960	Community Redevelopment Agency	
961	RDA Housing Pass-Through	
962	Redevelopment Housing Fund	
963	Housing Debt	
964	RDA Capital Pass-Through	
965	Redevelopment Capital Improvement Fund	
966	Redevelopment Debt Service	\$475,702.68
967	Housing Bond Proceeds	
968	Non-Housing Bond Proceeds	
969	RDA Obligation Retirement Fund	\$3,306.00
844/944	Sewer Capital Projects Fund	\$130,504.19
	Retainage Withheld	\$139,096.27
611	CDBG 16-CDBG-11147	

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

City Clerk

I have examined this Register and approve same.

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

Account Code Summary

Attachment 2

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

Object Code Summary

Attachment 3

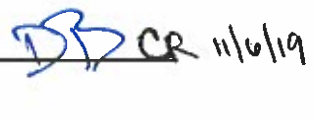
12102	INVENTORY OF SUPPLIES	52526	FRAUD INVEST. ASSESSMENT
12103	STORES PURCHASES	52527	A.D.P. PREMIUM & DEDUCTIBLE
12104	INVENTORY - PURCHASES	52528	LIABILITY INSURANCE
12105	STORES ISSUES	52529	EARTHQUAKE & FLOOD PREMIUMS
51211	PERS UNFUNDED LIABILITY	52530	POLLUTION-ENVIRON INS PREMIUM
51280	OVERTIME/CALLOUT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

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

List of Checks Presented for Approval on 11/1/2019

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

 11-13-19
Signature

 DB CR 11/6/19

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ADAMSON POLICE PRODUCTS	INV313122	ION LIGHT	\$116.00	84027221-56130	EXTERNAL SERVICES	\$116.00
	INV312466	STRIP-LIGHT	\$228.64	20324100-58510	REIMBURSABLE JOBS	\$228.64
	INV312346	INTERIOR LIGHTBAR	\$789.35	20324100-58510	REIMBURSABLE JOBS	\$789.35
	Vendor Total:					\$1,133.99
AFLAC	885755	CANCER/LIFE/ACC INSURANCE	\$8,017.08	20700000-20527	SECTION 125 (CANCER & LIFE)	\$8,017.08
Vendor Total:					\$8,017.08	
AFLAC GROUP INSURANCE	A124771300	OCT 19 AFLAC CRITICAL CARE INS	\$378.96	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$378.96
	A123349400	SEP 19 AFLAC CRITICAL CARE INS	\$378.96	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$378.96
	Vendor Total:					\$757.92
AIR QUALITY MANAGEMENT DISTRICT	PERMIT #5020 FY 19/2	PERMIT #5020 RENEWAL FEES	\$652.07	20822500-56300	BUILDING MAINT. & REPAIR	\$652.07
Vendor Total:					\$652.07	
AL SMATSKY	75	DESIGN, ENGINEERING & CONSULTA	\$7,506.14	80126100-80220	BUILDING IMPROVEMENTS	\$277.23
				80126100-80230	INFRASTRUCTURE	\$502.23
				80126100-80230	INFRASTRUCTURE	\$502.23
				80126100-80230	INFRASTRUCTURE	\$1,047.23
				80126100-80230	INFRASTRUCTURE	\$5,177.22
				Vendor Total:		
ALL-GUARD ALARM SYSTEMS INC	A243019	MONTHLY MONITORING AT WWTP	\$85.90	84027225-52180	SECURITY SERVICES	\$85.90
Vendor Total:					\$85.90	
AMANDA FAIRALL	DV102319	REIMBURSEMENT - MEAL VOUCHERS	\$68.00	90000000-23219	PUMPKINFEST	\$68.00
Vendor Total:					\$68.00	
AMAZON CAPITAL SERVICES	1LPD-HC74-FMDJ	THINKPAD DOCK	\$247.15	10020210-54330	COMPUTER AND TECHNOLOGY	\$247.15
	1JWH-K4Q7-MW94	CALENDARS AND KEY BOARD	\$90.29	10023100-54330	COMPUTER AND TECHNOLOGY	\$43.42
				10023100-54100	SUPPLIES	\$46.87

List of Checks Presented for Approval on 11/1/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1NKK-GGVL-9C3Q	PRINTER TRAYS	\$470.31	84027225-54330	COMPUTER AND TECHNOLOGY	\$470.31
	1H3P-Q7W9-XLLP	POWER OUTLET PANEL	\$319.42	80126100-80230	INFRASTRUCTURE	\$319.42
	1QT6-1QC4-FPKL	FLASH DRIVES	\$118.34	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$118.34
	1XG4-HNFX-Y7GF	PUMPKINFEST SUPPLIES	\$54.40	90000000-23219	PUMPKINFEST	\$54.40
	1LPD-HC74-YJKV	MONITOR	\$314.65	10024620-54330	COMPUTER AND TECHNOLOGY	\$314.65
	1JFX-HFMD-4X19	CLEAR PAINT PROTECTION AND PREP SUPPLIES	\$108.21	10020210-54100	SUPPLIES	\$108.21
	1DJ7-NKJH-FHTT	SPOTLIGHT	\$97.98	10022700-54100	SUPPLIES	\$97.98
	1VVD-63MY-QPVW	ETHERNET CABLE	\$43.50	20913900-54100	SUPPLIES	\$43.50
	1YNV-H7M7-KWT1	HIGH RISK GLOVES	\$64.24	84027221-54100	SUPPLIES	\$64.24
	17WT-J6TQ-C934	HEAD LAMPS	\$140.76	84027221-54100	SUPPLIES	\$140.76
Vendor Total:						\$2,069.25
AMERICAN PUBLIC POWER ASSOCIATION	335635	WIRELESS POLE TRAINING	\$275.00	80026400-57100	LEARNING AND DEVELOPMENT	\$275.00
	Vendor Total:					\$275.00
ANIXTER	4377551-00	(A-53-A) CROSSARM, 8 FT. WOOD,	\$3,266.25	80000000-12104	INVENTORY - PURCHASES	\$3,266.25
	Vendor Total:					\$3,266.25
ANTHONY MANDON	DV102919	REIMBURSEMENT- PSPS MEALS	\$46.17	20324100-58510	REIMBURSABLE JOBS	\$46.17
	Vendor Total:					\$46.17
AT&T	2463 OCT 19	TELEPHONE	\$45.34	10021210-55100	TELEPHONE	\$22.67
				91521400-55100	TELEPHONE	\$22.67
	2799 NOV 19	INTERNET	\$42.80	10022100-55100	TELEPHONE	\$42.80
	Vendor Total:					\$88.14
BLU RIPPLE INC	43044	ULTRA PLAY SYSTEMS RBR-32-08 R	\$2,190.65	64012600-80230	INFRASTRUCTURE	\$2,190.65
	Vendor Total:					\$2,190.65
BOYS AND GIRLS CLUB OF UKIAH	DV102319	DONATION- HALLOWEEN PARTY	\$1,500.00	63320210-59105	CONTRIBUTIONS TO OTHER AGENCY	\$1,500.00
	Vendor Total:					\$1,500.00
BRIANNE NELSON	TA 11/14-15/19	TRAVEL ADVANCE	\$30.00	20620232-57100	LEARNING AND DEVELOPMENT	\$30.00
	Vendor Total:					\$30.00
BUSINESS CARD	41608694189	JOB ADVERTISING	\$49.00	10016100-54162	ADVERTISING	\$49.00
	4078446926	JOB ADVERTISING	\$108.49	10016100-54162	ADVERTISING	\$108.49

List of Checks Presented for Approval on 11/1/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	4061333806	JOB ADVERSTING	\$458.87	10016100-54162	ADVERTISING	\$458.87
	175421-R	JOB ADVERSTING	\$543.75	10016100-54162	ADVERTISING	\$543.75
	4894967	FACEBOOK ADVERTISING	\$160.30	10018000-52510	ADVERTISING & PROMOTION	\$160.30
	F206349	LOCK & KEY SERVICE	\$47.71	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.14)
				82027114-56130	EXTERNAL SERVICES	\$0.14
				82027114-56130	EXTERNAL SERVICES	\$47.71
	S025857	TRASH BAGS	\$176.70	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.88)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.22)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.88)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.88)
				90000000-23013	STATE USE TAX LIABILITY	(\$12.81)
				10012300-54100	SUPPLIES	\$15.67
				10012300-54100	SUPPLIES	\$176.70
	235801	DOOR STRAP ASSEMBLY	\$231.85	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.04)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.26)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.03)
				10020210-56130	EXTERNAL SERVICES	\$18.36
				10020210-56130	EXTERNAL SERVICES	\$231.85
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.03)
				90000000-23013	STATE USE TAX LIABILITY	(\$15.00)
	21735-0919	STATIONARY ARCING CONTACT, PAR	\$1,242.58	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$6.13)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.53)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$6.13)
				80126100-80230	INFRASTRUCTURE	\$108.73
				80126100-80230	INFRASTRUCTURE	\$1,242.58
				90000000-23028	MEASURE Y DISTRICT TAX	(\$6.13)
				90000000-23013	STATE USE TAX LIABILITY	(\$88.81)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	274362	CA ACCESSIBILITY BOOK	\$84.71	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.08)
				10023320-57100	LEARNING AND DEVELOPMENT	\$0.40
				10023320-57100	LEARNING AND DEVELOPMENT	\$84.71
				90000000-23013	STATE USE TAX LIABILITY	(\$0.32)
	3001849	FLEXIBLE PIPES	\$155.44	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.18)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.70)
				80126100-80230	INFRASTRUCTURE	\$11.03
				80126100-80230	INFRASTRUCTURE	\$155.44
				90000000-23013	STATE USE TAX LIABILITY	(\$10.15)
	224494	BARRIER, STRIP, INSULATION	\$520.74	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.65)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.60)
				80126100-80230	INFRASTRUCTURE	\$41.00
				80126100-80230	INFRASTRUCTURE	\$520.74
				90000000-23013	STATE USE TAX LIABILITY	(\$37.75)
	23801.1	INTERNATIONAL FEE	\$6.96	10020210-56130	EXTERNAL SERVICES	\$6.96
	101019	REGISTRATION - M MULHEREN	\$50.00	10010000-57100	LEARNING AND DEVELOPMENT	\$50.00
	102619	AIRFARE - J OROZCO	\$93.30	10010000-57100	LEARNING AND DEVELOPMENT	\$93.30
	102419	AIRFARE - J OROZCO	\$118.30	10010000-57100	LEARNING AND DEVELOPMENT	\$118.30
	200000325	REGISTRATION - T BARTOLOMEI	\$774.00	10012800-57100	LEARNING AND DEVELOPMENT	\$774.00
	SF-D 23216	LODGING - D BUFFALO, L MARTIN, M INGWELL, M HORGER	\$1,474.20	10013200-57100	LEARNING AND DEVELOPMENT	\$285.48
				10013400-57100	LEARNING AND DEVELOPMENT	\$285.48
				20413500-57100	LEARNING AND DEVELOPMENT	\$110.76
				20413510-57100	LEARNING AND DEVELOPMENT	\$110.76
				20413520-57100	LEARNING AND DEVELOPMENT	\$110.76

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	SF-D 23216	LODGING - D BUFFALO, L MARTIN, M INGWELL, M HORGER	\$1,474.20	20513300-57100	LEARNING AND DEVELOPMENT	\$285.48
				20913900-57100	LEARNING AND DEVELOPMENT	\$285.48
	1030209	REGISTRATION - K CUMMINS	\$2,117.00	10013402-57100	LEARNING AND DEVELOPMENT	\$2,117.00
	736	LODGING - S MANNION	\$761.72	10016100-57100	LEARNING AND DEVELOPMENT	\$761.72
	091019	REGISTRATION - B NELSON	\$249.00	10020210-57100	LEARNING AND DEVELOPMENT	\$249.00
	16891	REGISTRATION - R PINTANE	\$349.00	10020210-57100	LEARNING AND DEVELOPMENT	\$349.00
	16884	REGISTRATION - T KIELY	\$349.00	10020210-57100	LEARNING AND DEVELOPMENT	\$349.00
	7773	REGISTRATION - S PEREZ	\$525.00	10020210-57100	LEARNING AND DEVELOPMENT	\$525.00
	107 A	HOTEL ROOM CONFERENCE - M IRACE, M TURNER	\$1,497.48	10023100-57100	LEARNING AND DEVELOPMENT	\$4.38
				10023100-57100	LEARNING AND DEVELOPMENT	\$1,493.10
	100419.1	OPC CA ENGINEERS BOARD FEE	\$1.00	10024210-57100	LEARNING AND DEVELOPMENT	\$1.00
	091219	PARKING -ACEC AWARDS PUBLIC WORKS	\$20.00	10024210-57100	LEARNING AND DEVELOPMENT	\$20.00
	9063542	FUEL - PUBLIC WORKS TRAINING	\$63.70	10024210-57100	LEARNING AND DEVELOPMENT	\$63.70
	100419	ENGINEERS BOARD RENEWAL	\$172.50	10024210-57300	MEMBERSHIP & SUBSCRIPTIONS	\$172.50
	1218	LODGING - M HORGER	\$138.39	20413500-57100	LEARNING AND DEVELOPMENT	\$138.39
	32MD2B8W	LODGING - S STRADER	\$182.74	20413500-57100	LEARNING AND DEVELOPMENT	\$182.74
	882750	LODGING - H HORGER	\$378.02	20413500-57100	LEARNING AND DEVELOPMENT	\$378.02
	007125268	COURSE #EECR 4010: PROJECT MAN	\$845.75	20413500-57100	LEARNING AND DEVELOPMENT	\$845.75
	ECQ5GJ	BAGGAGE FEE - M INGWELL, J BEEBE, R CAMERON	\$180.00	20913900-57100	LEARNING AND DEVELOPMENT	\$180.00
	3130376049	LODGING - D PARDINI	\$391.42	80026110-57100	LEARNING AND DEVELOPMENT	\$391.42
	3134303244	LODGING - G HURN	\$391.42	80026110-57100	LEARNING AND DEVELOPMENT	\$391.42

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	289243	LODGING - R HULBERT	\$115.36	82027114-57100	LEARNING AND DEVELOPMENT	\$115.36
	3108690	APA PROFESSIONAL MEMBERSHIP	\$190.00	10023100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$190.00
	102819	FEDEX POSTAGE	\$9.69	10020210-54101	POSTAGE	\$9.69
EC95435118		LED FLASHLIGHTS	\$155.34	90000000-23219	PUMPKINFEST	\$155.34
	53163507	LODGING - B BARKER	\$154.29	10020210-54203	RECRUITMENT	\$154.29
	53408323	LODGING - T SCOTT	\$154.29	10020210-54203	RECRUITMENT	\$154.29
	212/NQRUJI.1	LODGING REFUND - G FETH-MICHEL	(\$112.22)	10013400-52600	RENT	(\$112.22)
	212/NQRUJI	LODGING - G FETH-MICHEL	\$212.12	10013400-52600	RENT	\$212.12
	092419	LODGING - G FETH-MICHEL	\$246.45	10013400-52600	RENT	\$246.45
CS0004079692		MEASURING WHEEL COUNTER	\$95.90	80026120-54102	SMALL TOOLS	\$95.90
	385533	PREMIUM HOSTING - ANNUAL DOMAIN	\$240.00	20913900-54320	SOFTWARE	\$240.00
	100119	BREAKROOM SUPPLIES	\$1.99	10012200-54100	SUPPLIES	\$1.99
	091719	BREAKROOM SUPPLIES	\$3.98	10012200-54100	SUPPLIES	\$3.98
	092619	BREAKROOM SUPPLIES	\$3.98	10012200-54100	SUPPLIES	\$3.98
	18707400	EMPLOYEE BREAKFAST SUPPLIES	\$549.18	10012200-54100	SUPPLIES	\$549.18
	00055576J	STATE DEPARTMENT PRESENTATION	\$11.98	10020210-54100	SUPPLIES	\$11.98
	0003472J	STATE DEPT. PRESENTATION	\$13.98	10020210-54100	SUPPLIES	\$13.98
	092119	TOLL FEE - PD	\$25.00	10020210-54100	SUPPLIES	\$25.00
	092619.1	STATE DEPARTMENT PRESENTATION	\$25.59	10020210-54100	SUPPLIES	\$25.59
844802379335		PD APPAREL	\$86.22	10020210-54100	SUPPLIES	\$86.22
84480237933		PD APPAREL	\$95.80	10020210-54100	SUPPLIES	\$95.80
	092119.1	ANNUAL DEPT. BBQ	\$312.46	10020214-54100	SUPPLIES	\$312.46
	17229	ANNUAL DEPT. BBQ	\$349.02	10020214-54100	SUPPLIES	\$349.02
	220412846	WRISTBANDS	\$144.65	10022822-54100	SUPPLIES	\$144.65
	303974	PICKLEBALL METALS	\$269.37	10022850-54100	SUPPLIES	\$269.37
0019043394568		DJI CARE REFRESH	\$99.00	10024210-54100	SUPPLIES	\$99.00
	214958	PURCHASING LUNCH MEETING	\$56.50	20413500-54100	SUPPLIES	\$56.50
	755	BID WALKABOUT SUPPLIES	\$13.10	20513300-54100	SUPPLIES	\$13.10
	7799817	WIRE PULLING LUBRICANT	\$309.16	80026120-54100	SUPPLIES	\$309.16

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
				Vendor Total:	\$18,742.22	
CA MUNICIPAL UTILITIES ASSOC	19-0476	SPECIAL ASSESSMENT FOR REGIONAL MARKET	\$1,789.00	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1,789.00
				Vendor Total:	\$1,789.00	
CAROLLO ENGINEERS INC	0181396	DESIGN PHASES I&II RECYCLED WA	\$2,882.15	83027330-80230	INFRASTRUCTURE	\$2,882.15
	0181398	DESIGN PHASES I&II RECYCLED WA	\$7,158.70	83027330-80230	INFRASTRUCTURE	\$7,158.70
	0181034	DESIGN PHASES I&II RECYCLED WA	\$21,193.74	83027330-80230	INFRASTRUCTURE	\$21,193.74
				Vendor Total:	\$31,234.59	
CASEY DILL	DV102919	REIMBURSEMENT- PSPS MEALS	\$94.88	20324100-58510	REIMBURSABLE JOBS	\$94.88
				Vendor Total:	\$94.88	
CLARK PEST CONTROL	24692707	PEST CONTROL SVCS	\$94.00	80026210-52100	CONTRACTUAL SERVICES	\$94.00
	24680787	PEST CONTROL SVCS	\$74.00	80026220-52100	CONTRACTUAL SERVICES	\$74.00
	24680822	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTUAL SERVICES	\$95.00
				Vendor Total:	\$263.00	
COFFEE CRITIC INC, THE	R22257	MISC. COFFEE SUPPLIES AS NEEDED	\$180.00	10021210-54100	SUPPLIES	\$90.00
				91521400-54100	SUPPLIES	\$90.00
				Vendor Total:	\$180.00	
COMCAST	0472 NOV 19	INTERNET SERVICES	\$162.29	20913900-55100	TELEPHONE	\$162.29
				Vendor Total:	\$162.29	
CRAIG SCHLATTER	DV102519	REIMBURSEMENT- CEQA NOTICE RECORDING FEES	\$50.00	10023100-59101	FEES	\$50.00
				Vendor Total:	\$50.00	
DAN BUFFALO	TR 10/18-23/19	TRAVEL REIMBURSEMENT	\$1,673.51	10013400-57100	LEARNING AND DEVELOPMENT	\$1,673.51
				Vendor Total:	\$1,673.51	
DANIEL SPENCE	DV102219	REIMBURSEMENT- PUMPKIN FEST SUPPLIES	\$603.77	90000000-23219	PUMPKINFEST	\$603.77
				Vendor Total:	\$603.77	
DAVID KIRCH	DV102919	REIMBURSEMENT- OVERTIME MEALS	\$13.34	20324100-58510	REIMBURSABLE JOBS	\$13.34
				Vendor Total:	\$13.34	
DC ELECTRIC GROUP INC	413496	EMERGENCY TRAFFIC SIGNAL REPAIR	\$1,483.09	10024214-52100	CONTRACTUAL SERVICES	\$1,483.09
	413738	EMERGENCY TRAFFIC SIGNAL REPAIR	\$2,769.70	10024214-52100	CONTRACTUAL SERVICES	\$2,769.70
	413440	EMERGENCY TRAFFIC SIGNAL LABOR	\$14,000.00	10024214-52100	CONTRACTUAL SERVICES	\$14,000.00
				Vendor Total:	\$18,252.79	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DELL MARKETING LP	10342039030	COMPUTER SYSTEM	\$962.20	82027111-54330	COMPUTER AND TECHNOLOGY	\$962.20
					Vendor Total:	\$962.20
DEPARTMENT OF JUSTICE	411902	CHEM/TEST REPORT CRIMINAL INVE	\$280.00	10020210-52100	CONTRACTUAL SERVICES	\$280.00
					Vendor Total:	\$280.00
DIAMOND D CONSTRUCTION	1007192	UKIAH LANDFILL STORM DAMAGE RE	\$47,029.50	70024500-52100	CONTRACTUAL SERVICES	\$47,029.50
					Vendor Total:	\$47,029.50
ECONOMIC DEVELOPMENT & FINANCING CORPORATION	313	ECONOMIC DEVELOPMENT CONSULTIN	\$11,982.75	10012600-52100	CONTRACTUAL SERVICES	\$11,982.75
					Vendor Total:	\$11,982.75
EDDIE'S COCINA	728570	PUMPKIN FEST - MEAL VOUCHERS	\$125.00	90000000-23219	PUMPKINFEST	\$125.00
					Vendor Total:	\$125.00
EFFICIENCY SERVICES GROUP LLC	2493	ADMIN OF EUD PUBLIC BENEFITS P	\$3,722.68	80626450-52137	PUBLIC BENEFITS PROGRAM MGMT	\$3,722.68
	2456	ADMIN OF EUD PUBLIC BENEFITS P	\$3,916.49	80626450-52137	PUBLIC BENEFITS PROGRAM MGMT	\$3,916.49
					Vendor Total:	\$7,639.17
EPIC AVIATION LLC	7260304	JET-A FUEL	\$16,983.76	77725200-58401	AVIATION FUEL	\$16,983.76
					Vendor Total:	\$16,983.76
EVERGREEN JOB & SAFETY TRAINING INC	1064	JOB AND SAFETY TRAINING - OCT	\$2,109.12	80026110-52100	CONTRACTUAL SERVICES	\$2,109.12
	1050	JOB AND SAFETY TRAINING - SEPT	\$2,109.12	80026110-52100	CONTRACTUAL SERVICES	\$2,109.12
					Vendor Total:	\$4,218.24
FEDERAL EXPRESS	6-771-78326	SHIPPING SERVICES	\$16.93	10021210-54101	POSTAGE	\$8.46
				91521400-54101	POSTAGE	\$8.47
					Vendor Total:	\$16.93
FLEETPRIDE	37976905	MISC. PARTS & MATERIALS AS NEEDED	\$34.05	10021210-56130	EXTERNAL SERVICES	\$17.02
				91521400-56130	EXTERNAL SERVICES	\$17.03
					Vendor Total:	\$34.05
GENERAL PACIFIC INC	1350182	(IN-15) INSULATOR, 15 KV DE PO	\$894.95	80000000-12104	INVENTORY - PURCHASES	\$894.95
	1351877	(TI-W397) TIE, WRAPLOCK #WTF-0	\$1,875.94	80000000-12104	INVENTORY - PURCHASES	\$1,875.94
					Vendor Total:	\$2,770.89

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GEXPRO	S125958115.001	MASTER CUTTING REEL	\$1,036.39	80000000-12104	INVENTORY - PURCHASES	\$1,036.39
					Vendor Total:	\$1,036.39
GHD INC	129083	PLAN & SPEC PREP - STREETSCAPE	\$12,282.51	50024220-80230	INFRASTRUCTURE	\$12,282.51
	129082	PLAN & SPEC PREP - STREETSCAPE	\$17,601.05	50024220-80230	INFRASTRUCTURE	\$17,601.05
	129084	PLAN & SPEC PREP - STREETSCAPE	\$17,791.27	82227113-80230	INFRASTRUCTURE	\$17,791.27
	129085	PLAN & SPEC PREP - STREETSCAPE	\$15,562.62	84427221-80230	INFRASTRUCTURE	\$15,562.62
					Vendor Total:	\$63,237.45
GRANITE CONSTRUCTION COMPANY	1920002 2	NORTHWESTERN PACIFIC RAIL TRAI	\$465,516.80	51124210-80230	INFRASTRUCTURE	\$465,516.80
					Vendor Total:	\$465,516.80
HERC RENTALS INC	31102261-001	RENTAL OR PURCHASE OF MISC. EQUIPMENT	\$318.44	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$318.44
					Vendor Total:	\$318.44
INFOSEND INC	160582	UB PRINT & MAIL SERVICES	\$4,439.82	20513300-52100	CONTRACTUAL SERVICES	\$4,439.82
					Vendor Total:	\$4,439.82
JACK MILLER	19028	PROGRAMMING SERVICES - SCADA T	\$2,824.88	82027111-52100	CONTRACTUAL SERVICES	\$2,824.88
					Vendor Total:	\$2,824.88
JAROD THIELE	DV102919	REIMBURSEMENT- PSPS MEALS	\$44.13	20324100-58510	REIMBURSABLE JOBS	\$44.13
					Vendor Total:	\$44.13
JENSEN PRECAST CORP	CD99028987	36 X 36 X 36 DROP INLET 6W BEA	\$1,719.22	10024224-54100	SUPPLIES	\$1,719.22
					Vendor Total:	\$1,719.22
JUDY CHAN	NOV 19	NOV 19 RENT- MASON ST	\$1,435.00	10022100-52600	RENT	\$1,435.00
					Vendor Total:	\$1,435.00
KERRY RANDALL	DV103019	REIMBURSEMENT- PSPS SUPPLIES	\$104.48	83027330-54100	SUPPLIES	\$104.48
					Vendor Total:	\$104.48
KMSCO, INC	#717-6639	DEPARTMENT BLANKETS	\$307.50	63820210-54100	SUPPLIES	\$307.50
					Vendor Total:	\$307.50
LACO ASSOCIATES	0044715	ORR STREET BRIDGE DESIGN	\$1,807.50	12024200-80230	INFRASTRUCTURE	\$1,807.50
					Vendor Total:	\$1,807.50
MAYA SIMERSON	DV103019	REIMBURSEMENT- SUPPLIES FOR EMPLOYEE BREAKFAST	\$212.95	10012200-54100	SUPPLIES	\$197.95
				83027330-54100	SUPPLIES	\$15.00
					Vendor Total:	\$212.95

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MELVIN BRAY	DV102419	SEWER LATERAL REIMBURSEMENT	\$2,000.00	84427222-52100	CONTRACTUAL SERVICES	\$2,000.00
					Vendor Total:	\$2,000.00
MES - MUNICIPAL EMERGENCY SERVICES INC	IN1388322	HFRP TAIL COAT-KHAKI - UKIAH	\$8,009.72	25321210-54106	SPECIALTY SUPPLIES	\$4,004.86
				91621400-54106	SPECIALTY SUPPLIES	\$4,004.86
					Vendor Total:	\$8,009.72
MOIRS	156149	MISC. POOL SUPPLIES AS NEEDED	\$220.93	82027111-58202	CHEMICALS	\$220.93
	156052	MISC. POOL SUPPLIES AS NEEDED	\$276.16	82027111-58202	CHEMICALS	\$276.16
	156245	MISC. POOL SUPPLIES AS NEEDED	\$331.39	82027111-58202	CHEMICALS	\$331.39
	155947	MISC. POOL SUPPLIES AS NEEDED	\$441.86	82027111-58202	CHEMICALS	\$441.86
	156142	MISC. POOL SUPPLIES AS NEEDED	\$54.43	84027225-54100	SUPPLIES	\$54.43
					Vendor Total:	\$1,324.77
MUNICIPAL MAINTENANCE EQUIPMENT	0141236-IN	VALVE	\$786.96	84027221-56130	EXTERNAL SERVICES	\$786.96
					Vendor Total:	\$786.96
NFP NATIONAL ACCOUNT SERVICES INC	19-11 NFP	NOV 19 NFP INSURANCE	\$3,345.43	20700000-20523	P/R DEDUCT-LTD	\$2,884.41
				20700000-20512	REMIF LIFE	\$37.13
				20700000-20512	REMIF LIFE	\$126.89
				20700000-20512	REMIF LIFE	\$297.00
					Vendor Total:	\$3,345.43
NORCAL ASA	101519	SLOWPITCH RECREATION SOFTBALL	\$1,980.00	10022822-54100	SUPPLIES	\$1,980.00
					Vendor Total:	\$1,980.00
OLIN CORPORATION	2743838	LIQUID SODIUM HYPOCHLORITE 12.	\$4,258.49	84027225-58202	CHEMICALS	\$4,258.49
					Vendor Total:	\$4,258.49
ONE TIME PAY VENDOR	119-126-1	ENERGY REBATE - SHEILA ESSON	\$100.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$100.00
	120965-9	ENERGY REBATE - NORMAN FRANKS	\$100.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$100.00
	121478-2	ENERGY REBATE - TRACY MCMAHAN	\$200.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$200.00
	DV102319	RECREATION REFUND- MICHELLE DUNNICLIFF	\$260.00	10022850-44915	RECREATION PROGRAM INCOME	\$260.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	122128-2	UTILITY REFUND - GUADALUPE GUTIERREZ	\$12.16	90100000-10421	UTILITY RECEIVABLES CLEARING	\$12.16
	120566-5	UTILITY REFUND - LOLA TREVITHICK	\$116.26	90100000-10421	UTILITY RECEIVABLES CLEARING	\$116.26
	116374-0	UTILITY REFUND - DANIEL RAMIREZ	\$124.76	90100000-10421	UTILITY RECEIVABLES CLEARING	\$124.76
Vendor Total:						\$913.18
OPERATING ENGINEER PUBLIC& MISC EMPLOYEES	86138 OCT 19	OCT 19 HEALTH INSURANCE	\$1,540.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$1,540.00
	Vendor Total:					\$1,540.00
OWEN EQUIPMENT COMPANY	00047239	BROOM	\$848.85	10024620-54130	PW - SAFETY	\$848.85
	Vendor Total:					\$848.85
PACE SUPPLY CORPORATION	025645500	GASKET RING	\$17.47	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$17.47
	025561962	PIPE STRAP	\$28.78	80126100-80230	INFRASTRUCTURE	\$28.78
	025563527	THREADED WASHER, REED SHARFT	\$353.33	82027114-54100	SUPPLIES	\$353.33
	025627489	ADAPTERS	\$1,021.67	82027114-54100	SUPPLIES	\$1,021.67
	025630884	NIPPLE GALVE	\$30.24	84027221-54100	SUPPLIES	\$30.24
	025649080	MANHOLE HOOK	\$63.70	84027221-54100	SUPPLIES	\$63.70
Vendor Total:						\$1,515.19
PACIFIC REDWOOD MEDICAL GROUP INC	2212	PRE-EMPLOYMENT PHYSICALS	\$1,334.40	10016100-54161	BACKGROUND & PHYSICALS	\$940.80
				10020210-54161	BACKGROUND & PHYSICALS	\$259.20
				80026400-52100	CONTRACTUAL SERVICES	\$134.40
Vendor Total:						\$1,334.40
PAPA	DV103119	REGISTRATION - R RAMOS, R GIBSON, J THOMSEN	\$240.00	10022100-57100	LEARNING AND DEVELOPMENT	\$240.00
	Vendor Total:					\$240.00
PETERSON CAT	R3502102	PER MONTH RENTAL OF 200KW 277I	\$8,534.71	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$4,849.01
				84027221-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3,685.70
	R3502103	PER MONTH RENTAL OF 200KW 277I	\$8,534.71	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$4,849.02
				84027221-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3,685.69

List of Checks Presented for Approval on 11/1/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PETERSON CAT	R3502101	PER MONTH RENTAL OF 200KW 277I	\$9,472.21	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$5,317.76
				84027221-56120	EQUIPMENT MAINTENANCE & REPAIR	\$4,154.45
	SW270049066	TROUBLESHOOT CIRCUIT BREAKER -	\$9,326.25	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$9,326.25
				Vendor Total:		\$35,867.88
PETERSON TRUCKS INC	216708P	VALVE KIT	\$349.88	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.40)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$16.16)
				20324100-58510	REIMBURSABLE JOBS	\$16.56
				20324100-58510	REIMBURSABLE JOBS	\$349.88
				Vendor Total:		\$349.88
PFM ASSET MANAGEMENT LLC	SMA-M0919-12995	FINANCIAL ADVISORY SERVICES	\$2,644.33	10015100-52100	CONTRACTUAL SERVICES	\$2,644.33
				Vendor Total:		\$2,644.33
PG&E CO	3822-9 SEP 19	PACIFIC GAS & ELECTRIC	\$5,385.35	10022100-55210	UTILITIES	\$12.22
				10022300-55210	UTILITIES	\$7.84
				10022700-55210	UTILITIES	\$36.18
				20822500-55210	UTILITIES	\$94.10
				70024500-55210	UTILITIES	\$427.07
				73022600-55210	UTILITIES	\$8.66
				73022600-55210	UTILITIES	\$31.39
				77725200-55210	UTILITIES	\$13.23
				82027111-55210	UTILITIES	\$3,342.62
				84027221-55210	UTILITIES	\$75.50
				84027225-55210	UTILITIES	\$1,336.54
				Vendor Total:		\$5,385.35
RAY A MORGAN COMPANY	2714060	COPIER LEASE & SERVICE	\$55.35	10021210-54100	SUPPLIES	\$27.68
				91521400-54100	SUPPLIES	\$27.67
				Vendor Total:		\$55.35
RAY C STARKEY	P-1900470	CAPS - PARKS DEPT	\$195.98	10022100-54100	SUPPLIES	\$195.98
				Vendor Total:		\$195.98
REDWOOD COAST FUELS	2082716	CARLOCK FUEL PURCHASES	\$387.81	10024620-56210	FUEL & FLUIDS	\$387.81

List of Checks Presented for Approval on 11/1/2019

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD COAST FUELS	2124563	CARDLOCK FUEL PURCHASES	\$515.04	20824300-56210	FUEL & FLUIDS	\$515.04
					Vendor Total:	\$902.85
REGE CONSTRUCTION, INC.	1920109 1	SPEC 18-04 RAIL TRAIL PHASE 3	\$226,319.00	51124210-80230	INFRASTRUCTURE	\$226,319.00
					Vendor Total:	\$226,319.00
RESERVE ACCOUNT	NOV 19	NOV 19 PRE-PAID POSTAGE	\$6,500.00	10000000-10301	PRE-PAID POSTAGE	\$6,500.00
					Vendor Total:	\$6,500.00
RESPECTECH	38991	PHONE SYSTEM SERVICE & LEAVE	\$112.50	10021210-55100	TELEPHONE	\$56.25
				91521400-55100	TELEPHONE	\$56.25
					Vendor Total:	\$112.50
REXEL USA INC	X321216	ELECTRICAL CONTROL PANEL	\$142.21	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$142.21
					Vendor Total:	\$142.21
SCOTT'S PPE RECON INC	35545	UNIFORM REPAIR	\$176.00	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.20)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.81)
				25321210-54106	SPECIALTY SUPPLIES	\$6.34
				25321210-54106	SPECIALTY SUPPLIES	\$88.00
				91621400-54106	SPECIALTY SUPPLIES	\$6.34
				91621400-54106	SPECIALTY SUPPLIES	\$88.00
				90000000-23013	STATE USE TAX LIABILITY	(\$11.67)
					Vendor Total:	\$176.00
SNAP-ON INDUSTRIAL	ARV/41538820	GARAGE TOOLS	\$1,019.89	20324100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,019.89
					Vendor Total:	\$1,019.89
SPIRO'S GYROS	DV102319	PUMPKING FEST - MEAL VOUCHERS	\$210.00	90000000-23219	PUMPKINFEST	\$210.00
					Vendor Total:	\$210.00
SPX TRANSFORMER SOLUTIONS INC	049035	N2 PANEL, STAN W/60W HEATER	\$5,142.63	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$23.32)
				80126100-80230	INFRASTRUCTURE	\$23.32
				80126100-80230	INFRASTRUCTURE	\$5,142.63
					Vendor Total:	\$5,142.63

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STACEY SCHOFIELD	TA 11/14-15/19	TRAVEL ADVANCE	\$30.00	20620232-57100	LEARNING AND DEVELOPMENT	\$30.00
					Vendor Total:	\$30.00
STATE WATER RESOURCES CONTROL BOARD	DV102419	CERTIFICATION RENEWAL - T ERIKSEN	\$160.00	82027110-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$160.00
					Vendor Total:	\$160.00
STB ELECTRICAL TEST EQUIPMENT INC	61677	RUBBER TESTING ON 28 GLOVES, 4	\$1,085.50	80026110-52100	CONTRACTUAL SERVICES	\$85.49
				80026110-52100	CONTRACTUAL SERVICES	\$1,085.50
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.36)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$5.43)
				90000000-23013	STATE USE TAX LIABILITY	(\$78.70)
					Vendor Total:	\$1,085.50
SUNCOAST RESEARCH LABS INC	39628	CITRUS KING FLOATING LIFT STAT	\$4,785.00	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$23.93)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$5.98)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$23.93)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$23.93)
				90000000-23013	STATE USE TAX LIABILITY	(\$346.91)
				84027221-54100	SUPPLIES	\$424.68
				84027221-54100	SUPPLIES	\$4,785.00
					Vendor Total:	\$4,785.00
TERESA WELLS	DV091019	INSTRUCTOR	\$210.00	10022850-52100	CONTRACTUAL SERVICES	\$210.00
					Vendor Total:	\$210.00
TGIF REPAIRS INC	6043	PRINTER MAINTENANCE	\$166.74	10020210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$166.74
	6046	PARTS & MATERIAL	\$1,379.38	20620231-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,379.38
					Vendor Total:	\$1,546.12
TRANSENE COMPANY INC	174372	PHENYLARSINE OXIDE SOLUTION	\$37.97	84027225-54103	LAB SUPPLIES	\$37.97
					Vendor Total:	\$37.97

List of Checks Presented for Approval on 11/1/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH AUTO DISMANTLERS, LLC	063019	ABANDONED VEHICLE TOWING	\$2,404.00	10020210-52100	CONTRACTUAL SERVICES	\$2,404.00
					Vendor Total:	\$2,404.00
UKIAH HIGH SCHOOL	DV102219	DONATION FOR THE ANTON BATTING CAGES PROJECT	\$1,500.00	63320210-59105	CONTRIBUTIONS TO OTHER AGENCY	\$1,500.00
					Vendor Total:	\$1,500.00
UKIAH TROPHIES & GIFTS	722189	ENGRAVING SERVICES	\$628.59	10022100-54100	SUPPLIES	\$628.59
					Vendor Total:	\$628.59
UKIAH VALLEY MEDICAL CENTER	2474	PRE-EMPLOYMENT PHYSICALS	\$866.48	10016100-54161	BACKGROUND & PHYSICALS	\$244.46
				10020210-54161	BACKGROUND & PHYSICALS	\$622.02
					Vendor Total:	\$866.48
UNITED SITE SERVICES	114-9185632	PORTABLE TOILET RENTAL	\$136.37	80026220-52100	CONTRACTUAL SERVICES	\$136.37
					Vendor Total:	\$136.37
US CELLULAR	0334488970	CELL PHONES	\$341.82	10024620-55100	TELEPHONE	\$49.64
				80026400-55100	TELEPHONE	\$19.89
				80026400-55100	TELEPHONE	\$69.77
				82027110-55100	TELEPHONE	\$13.31
				82027111-55100	TELEPHONE	\$89.26
				84027221-55100	TELEPHONE	\$13.31
				84027225-55100	TELEPHONE	\$86.64
					Vendor Total:	\$341.82
VALLEY AUTO CENTER INC	295624	HEADLIGHT SWITCH	\$62.31	10022100-56130	EXTERNAL SERVICES	\$62.31
					Vendor Total:	\$62.31
VERIZON WIRELESS	9840467903	DATA & EMERGENCY LOANER PHONES	\$1,827.91	80126100-80100	MACHINERY & EQUIPMENT	\$152.04
				10012100-55100	TELEPHONE	\$38.01
				10020210-55100	TELEPHONE	\$76.02
				10022100-55100	TELEPHONE	\$38.01
				10022300-55100	TELEPHONE	\$38.01
				10022810-55100	TELEPHONE	\$38.00
				10022840-55100	TELEPHONE	\$38.01
				10023320-55100	TELEPHONE	\$38.01

List of Checks Presented for Approval on 11/1/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
VERIZON WIRELESS	9840467903	DATA & EMERGENCY LOANER PHONES	\$1,827.91	10024210-55100	TELEPHONE	\$69.69
				10024620-55100	TELEPHONE	\$53.66
				20913900-55100	TELEPHONE	\$424.44
				70024500-55100	TELEPHONE	\$28.51
				77725200-55100	TELEPHONE	\$38.01
				80026210-55100	TELEPHONE	\$39.81
				80026400-55100	TELEPHONE	\$232.18
				82027110-55100	TELEPHONE	\$117.20
				82027111-55100	TELEPHONE	\$76.02
				82027114-55100	TELEPHONE	\$40.03
				84027220-55100	TELEPHONE	\$98.19
				84027221-55100	TELEPHONE	\$154.06
				Vendor Total:		
VWR INTERNATIONAL INC	8087897018	LABORATORY SUPPLIES WWTP	\$41.48	84027225-54103	LAB SUPPLIES	\$41.48
	8087926083	LABORATORY SUPPLIES WWTP	\$42.28	84027225-54103	LAB SUPPLIES	\$42.28
	8087901579	LABORATORY SUPPLIES WWTP	\$146.26	84027225-54103	LAB SUPPLIES	\$146.26
Vendor Total:					\$230.02	
WESCO DISTRIBUTION INC	490987	SQUARE CURBE WASHER 3" X 3" X	\$339.15	80026110-54100	SUPPLIES	\$339.15
				Vendor Total:		\$339.15
WEST YOST ASSOCIATED	2039278	RRWA EXECUTIVE SERVICES AGREEM	\$34,552.96	91190100-52100	CONTRACTUAL SERVICES	\$7,924.56
				91190100-52100	CONTRACTUAL SERVICES	\$9,623.00
				91190100-52100	CONTRACTUAL SERVICES	\$17,005.40
				Vendor Total:		\$34,552.96
WRIGHT LINE HOLDING INC	4127610	DESK PANEL	\$41.37	20620231-54100	SUPPLIES	\$41.37
				Vendor Total:		\$41.37
WYATT IRRIGATION CO	264890 00	SAMPLE PORTS ON STORM WATER DISCHARGE	\$21.45	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$21.45
	264930 00	NEW PLUMING, DRAIN SIGHT GLASS	\$63.96	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$63.96
	Vendor Total:					\$85.41

List of Checks Presented for Approval on 11/1/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ZUMAR INDUSTRIES INC	85759	2"X10' 14GA PERFORATED SQUARE	\$1,530.66	10024620-54127	PW - SIGN POSTS/SHEETING	\$1,530.66
Vendor Total:						\$1,530.66
INVOICE TOTAL:						\$1,101,315.48

List of Checks Presented for Approval on 11/8/2019

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

 11-15-19  CR 11/8/19
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALL-GUARD ALARM SYSTEMS INC	A251193	MONTHLY MONITORING AT WWTP	\$85.90	84027225-52180	SECURITY SERVICES	\$85.90
Vendor Total:						\$85.90
AMAZON CAPITAL SERVICES	1WMT-YNVK-TFHL	THINKPAD DOCK	\$246.06	20413500-54330	COMPUTER AND TECHNOLOGY	\$246.06
	1R3C-3CCJ-M69W	SUPPLIES- CONCERT IN THE PARKS	\$115.78	90000000-23226	CONCERT SERIES	\$115.78
	1D6L-XVDN-6TW7	BATTERIES, PENS AND PACKING TAPE	\$75.96	80026400-54100	SUPPLIES	\$75.96
	1LPD-7GHD-MQDJ	BATTERY BACKUPS AND SURGE PROTECTORS	\$447.08	82027111-54100	SUPPLIES	\$447.08
	1GP7-9RF7-4QDN	TONER CARTRIDGES	\$115.38	84027225-54100	SUPPLIES	\$115.38
Vendor Total:						\$1,000.26
ANTHONY MANDON	DV102919 1	REIMBURSEMENT- PSPS MEAL	\$19.60	20324100-58510	REIMBURSABLE JOBS	\$19.60
Vendor Total:						\$19.60
ARAMARK UNIFORM SERVICES	704603894	UNIFORM, MAT & TOWEL SERVICE	\$128.68	20822500-56300	BUILDING MAINT. & REPAIR	\$128.68
	704624440	UNIFORM, MAT & TOWEL SERVICE	\$128.68	20822500-56300	BUILDING MAINT. & REPAIR	\$128.68
	704614215	UNIFORM, MAT & TOWEL SERVICE	\$129.26	31122000-56300	BUILDING MAINT. & REPAIR	\$129.26
	704634649	UNIFORM, MAT & TOWEL SERVICE	\$129.26	31122000-56300	BUILDING MAINT. & REPAIR	\$129.26
	704603895	UNIFORM, MAT & TOWEL SERVICE	\$57.90	73022600-52100	CONTRACTUAL SERVICES	\$57.90
	704624444	UNIFORM, MAT & TOWEL SERVICE	\$57.90	73022600-52100	CONTRACTUAL SERVICES	\$57.90
	704624459	UNIFORM, MAT & TOWEL SERVICE	\$40.42	77725200-54100	SUPPLIES	\$40.42
	704634665	UNIFORM, MAT & TOWEL SERVICE	\$45.69	77725200-54100	SUPPLIES	\$45.69
	704603912	UNIFORM, MAT & TOWEL SERVICE	\$52.00	77725200-54100	SUPPLIES	\$52.00
	704614231	UNIFORM, MAT & TOWEL SERVICE	\$52.00	77725200-54100	SUPPLIES	\$52.00
Vendor Total:						\$821.79
AT&T	3138 OCT 19	DSL FOR 911 REMOTE SUPPORT	\$87.49	20620231-55100	TELEPHONE	\$87.49
	000013837909	FIBER INTERNET GATEWAY	\$3,054.12	20913900-55100	TELEPHONE	\$3,054.12
Vendor Total:						\$3,141.61

List of Checks Presented for Approval on 11/8/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BOB DORSEY	24359	O-RING, FUEL LINE AND STEEL TUBE WITH BENDS	\$75.36	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$75.36
					Vendor Total:	\$75.36
BROADCASTING CORP OF MENDOCINO CO	590-00033-0000	2019 BROADCASTING PUMPKIN FEST, CONCERTS, PICNIC P	\$1,250.00	90000000-23226	CONCERT SERIES	\$250.00
				90000000-23243	FAMILY FUN IN THE SUN	\$250.00
				90000000-23242	JULY 4TH PICNIC IN THE PARK	\$250.00
				90000000-23235	MOVIES IN THE PLAZA	\$250.00
				90000000-23219	PUMPKINFEST	\$250.00
	590-00034-0000	2019 BROADCASTING-FAMILY FUN, MOVIES IN PARK, PIC	\$1,250.00	90000000-23226	CONCERT SERIES	\$250.00
				90000000-23243	FAMILY FUN IN THE SUN	\$250.00
				90000000-23242	JULY 4TH PICNIC IN THE PARK	\$250.00
				90000000-23235	MOVIES IN THE PLAZA	\$250.00
				90000000-23219	PUMPKINFEST	\$250.00
					Vendor Total:	\$2,500.00
CASEY DILL	DV102919 1	REIMBURSEMENT- PSPS MEALS	\$115.57	20324100-58510	REIMBURSABLE JOBS	\$115.57
					Vendor Total:	\$115.57
CHROMAGRAPHS	69279	BUSINESS CARDS- S LAWSON	\$52.30	73022600-54100	SUPPLIES	\$52.30
					Vendor Total:	\$52.30
CINDY SAUERS	TR 9/25-27/19	TRAVEL REIMBURSEMENT	\$314.72	80026400-57100	LEARNING AND DEVELOPMENT	\$314.72
					Vendor Total:	\$314.72
COFFEE CRITIC INC, THE	R22463	MISC. COFFEE SUPPLIES AS NEEDED	\$90.00	73022600-54100	SUPPLIES	\$90.00
					Vendor Total:	\$90.00
CONTRA COSTA COUNTY SHERRIFF'S OFFICE	DV103019	REGISTRATION- K MURRAY	\$235.00	20620232-57100	LEARNING AND DEVELOPMENT	\$235.00
					Vendor Total:	\$235.00
DANIEL HAIR	DV102919	REIMBURSEMENT- PSPS MEALS	\$23.00	20324100-58510	REIMBURSABLE JOBS	\$23.00
					Vendor Total:	\$23.00
DAVID KORNEGAY	DV090519	INSTRUCTOR	\$577.50	10022850-52100	CONTRACTUAL SERVICES	\$577.50
	DV090919	INSTRUCTOR	\$717.50	10022850-52100	CONTRACTUAL SERVICES	\$717.50
					Vendor Total:	\$1,295.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DEEP VALLEY SECURITY	350101	OBSERVATORY PARK BATTERY	\$8.71	10022100-52180	SECURITY SERVICES	\$8.71
	353284 6	SECURITY SYSTEM MONITORING AT	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	353284	ALARM SERVICES PER ATTACHED CO	\$278.65	10022100-52180	SECURITY SERVICES	\$26.95
				10022100-52180	SECURITY SERVICES	\$29.95
				10022700-52180	SECURITY SERVICES	\$42.95
				20822500-52180	SECURITY SERVICES	\$42.95
				20824300-52180	SECURITY SERVICES	\$49.00
				73022600-52180	SECURITY SERVICES	\$19.95
				73022600-52180	SECURITY SERVICES	\$21.95
				82027111-52180	SECURITY SERVICES	\$20.00
				82027111-52180	SECURITY SERVICES	\$24.95
	353284 5	SECURITY UPGRADE & MONITORING/	\$42.95	10022700-52180	SECURITY SERVICES	\$42.95
	353284 1	MONITORING - SOFTBALL COMPLEX	\$32.95	10022822-52180	SECURITY SERVICES	\$32.95
	353284 2	MONITORING - STREET/WATER DEPT	\$24.95	20824300-52180	SECURITY SERVICES	\$24.95
	353284 3	MONITORING - GARAGE	\$36.95	20824300-52180	SECURITY SERVICES	\$36.95
	353284 4	PROVIDE AND INSTALL ELECTRONIC	\$52.95	80026400-52180	SECURITY SERVICES	\$52.95
	Vendor Total:					\$518.06
DETROIT INDUSTRIAL TOOL	574055	DRILL BITS	\$1,017.36	82027114-54100	SUPPLIES	\$1,017.36
	Vendor Total:					\$1,017.36
DIAMOND D CONSTRUCTION	1007192 1	UKIAH LANDFILL STORM DAMAGE RE	\$47,029.50	70024500-52100	CONTRACTUAL SERVICES	\$47,029.50
	Vendor Total:					\$47,029.50
EBA ENGINEERING	50387	TASK 2B - THIRD QUARTER 2019 D	\$6,885.00	70024500-52100	CONTRACTUAL SERVICES	\$6,885.00
	Vendor Total:					\$6,885.00
EDDIE VEDOLLA JR	DV100119 INT	INSTRUCTOR	\$28.00	10022850-52100	CONTRACTUAL SERVICES	\$28.00
	DV100119 BEG	INSTRUCTOR	\$56.00	10022850-52100	CONTRACTUAL SERVICES	\$56.00
	Vendor Total:					\$84.00
FARWEST LINE SPECIALTIES LLC	292669	GLOVE PROTECTORS, POCKET KNIFE AND GLOVES	\$297.87	80026110-54100	SUPPLIES	\$27.22
	84027225-54100			SUPPLIES	\$270.65	
	Vendor Total:					\$297.87

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FERGUSON ENTERPRISES INC #1423	1499947	PLUMBING EQUIPMENT	\$332.44	83027330-80230	INFRASTRUCTURE	\$332.44
					Vendor Total:	\$332.44
GHILOTTI CONSTRUCTION COMPANY INC	5884*02	SPEC 19-08 2019 STREET REHABIL	\$188,200.00	12024200-80230	INFRASTRUCTURE	\$188,200.00
	5794*20	RECYCLED WATER PROJECT	\$102,326.06	83027330-80230	INFRASTRUCTURE	\$100,137.28
				84427222-80233	MAIN REPLACEMENTS	\$2,188.78
					Vendor Total:	\$290,526.06
GINA GRECO	DV100219	INSTRUCTOR	\$1,410.50	10022850-52100	CONTRACTUAL SERVICES	\$1,410.50
					Vendor Total:	\$1,410.50
GOLDEN BELL PRODUCTS INC	16908	MANHOLE TREATMENT WITH INSECTA	\$26,632.50	84027221-52100	CONTRACTUAL SERVICES	\$26,632.50
					Vendor Total:	\$26,632.50
GOVERNMENTJOBS.COM INC	SO12393	JOB AD SUBSCRIPTION POSTING	\$1,575.00	10016100-54162	ADVERTISING	\$1,575.00
					Vendor Total:	\$1,575.00
GRANITE CONSTRUCTION COMPANY	1692897	MISC. ROCK & ROAD PATCH MATERIAL	\$115.14	84027221-54100	SUPPLIES	\$115.14
					Vendor Total:	\$115.14
HACH COMPANY	11672283	TEST KIT AND SENSOR CAP REPLACEMENT	\$336.09	84027225-54103	LAB SUPPLIES	\$336.09
	11665437	COD STP SOLN, COD DIGESTION VIAL, NITRATE	\$461.02	84027225-54103	LAB SUPPLIES	\$461.02
					Vendor Total:	\$797.11
INSTITUTE FOR ENVIRONMENTAL HEALTH INC	191101	ANALYZE WATER SAMPLES	\$365.00	82027111-52100	CONTRACTUAL SERVICES	\$365.00
					Vendor Total:	\$365.00
INTERSTATE BATTERIES	380039766	BATTERIES	\$109.83	10020210-56130	EXTERNAL SERVICES	\$109.83
					Vendor Total:	\$109.83
INTERSTATE SALES	3994	RELECTIVE STOP, CARBOARD SIGN	\$267.69	10024620-54120	PW - SPECIAL SUPPLIES	\$267.69
					Vendor Total:	\$267.69
JOHNSON CONTROLS FIRE PROTECTION LP	21240952	HALON SAFETY TEST/INSPECTION	\$541.20	20822500-56300	BUILDING MAINT. & REPAIR	\$541.20
					Vendor Total:	\$541.20
KAREN JACOBSON TODD	DV091619	INSTRUCTOR	\$364.00	10022850-52100	CONTRACTUAL SERVICES	\$364.00
					Vendor Total:	\$364.00

List of Checks Presented for Approval on 11/8/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
KELLY DENHAM	TA 11/7-22/19	TRAVEL ADVANCE	\$974.55	20620231-57100	LEARNING AND DEVELOPMENT	\$974.55
					Vendor Total:	\$974.55
KELLY-MOORE PAINT COMPANY INC	910-00000312247	MISC. SUPPLIES AS NEEDED	\$150.31	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$150.31
	910-00000312873	MISC. SUPPLIES AS NEEDED	\$299.62	10024620-54125	PW - TRAFFIC PAINT	\$299.62
					Vendor Total:	\$449.93
KIMBALL MIDWEST	7497923	ROTO-KUT SET, X-LINKS AND SUPER PRIM REFILL	\$1,084.62	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$433.55
				20324100-54102	SMALL TOOLS	\$651.07
					Vendor Total:	\$1,084.62
LIEBERT CASSIDY WHITMORE	1475313	LEGAL SERVICES - PERSONNEL	\$224.00	10016100-52100	CONTRACTUAL SERVICES	\$224.00
	1487019	LEGAL SERVICES - PERSONNEL	\$511.00	10016100-52100	CONTRACTUAL SERVICES	\$511.00
	1487020	LEGAL SERVICES - PERSONNEL	\$569.00	10016100-52100	CONTRACTUAL SERVICES	\$569.00
					Vendor Total:	\$1,304.00
MENDO MILL & LUMBER CO	139229/1	DEAD BOLT AND REKEY	\$26.22	10022100-54100	SUPPLIES	\$26.22
					Vendor Total:	\$26.22
MENDOCINO COLLEGE	INV20-00001	FACILITY USE-BASKETBALL CAMP	\$319.50	10022850-44915	RECREATION PROGRAM INCOME	\$319.50
	INV20-00002	FACILITY USE-PICKLEBALL TOURNAMENT	\$380.50	10022850-44915	RECREATION PROGRAM INCOME	\$380.50
					Vendor Total:	\$700.00
MUNNELL & SHERRILL	317697	HARVEST BELT AND FELXCO ALLIGATOR	\$261.04	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$261.04
					Vendor Total:	\$261.04
NANCY SKELLY	DV100519	INSTRUCTOR	\$504.00	10022850-52100	CONTRACTUAL SERVICES	\$504.00
					Vendor Total:	\$504.00
NATIONAL METER & AUTOMATION	S1121284.002	(M-63-T) METER, 2" COMPOUND	\$199.94	82000000-12104	INVENTORY - PURCHASES	\$199.94
	S1121284.001	(M-63-T) METER, 2" COMPOUND	\$6,135.35	82000000-12104	INVENTORY - PURCHASES	\$6,135.35
					Vendor Total:	\$6,335.29
NCPA	AC-002	REGISTRATION - C SAUERS	\$945.00	80026400-57100	LEARNING AND DEVELOPMENT	\$945.00
	AC-001	REGISTRATION - D LUCCHETTI	\$945.00	80026400-57100	LEARNING AND DEVELOPMENT	\$945.00
					Vendor Total:	\$1,890.00

List of Checks Presented for Approval on 11/8/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
NOR-CAL RECYCLED ROCK & AGGREGATES INC	18248	MISC. ROCK & ROAD PATCH MATERI	\$212.88	82027114-54100	SUPPLIES	\$212.88
Vendor Total:						\$212.88
OLIN CORPORATION	2748996	SODIUM HYDROXIDE 30%	\$4,538.73	82027111-58202	CHEMICALS	\$4,538.73
	2749508	LIQUID SODIUM HYPOCHLORITE	\$4,274.07	84027225-58202	CHEMICALS	\$4,274.07
Vendor Total:						\$8,812.80
ONE TIME PAY VENDOR	3004	PERMIT#3004 REFUND - PABLO GARZA CORTINA	\$3,000.00	90000000-21111	PLANNING PERMIT ESCROW	\$3,000.00
	DV 072418	PERMIT REFUND - MALCOLM BLACK	\$150.00	10023110-44153	STAFF REVIEW & RESEARCH	\$150.00
	120313-2	UTILITY REFUND - OLGA VILLEGAS	\$37.23	90100000-10421	UTILITY RECEIVABLES CLEARING	\$37.23
	119900-9	UTILITY REFUND - EVELYN KLOPF	\$67.12	90100000-10421	UTILITY RECEIVABLES CLEARING	\$67.12
	118418-3	UTILITY REFUND - PABLO CORTINA	\$149.24	90100000-10421	UTILITY RECEIVABLES CLEARING	\$149.24
Vendor Total:						\$3,403.59
PACE SUPPLY CORPORATION	025668554	ROYAL SLOAN	\$179.22	20822500-56300	BUILDING MAINT. & REPAIR	\$179.22
	025669752	COUPLING SOCKET	\$90.23	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$90.23
	025660267	GRIPPER PLUG	\$190.48	83027330-80230	INFRASTRUCTURE	\$190.48
	025626582-1	CAGE	\$581.72	83027330-80230	INFRASTRUCTURE	\$581.72
	025627198	NIPPLE GALVES, UNION WATTS	\$1,104.50	83027330-80230	INFRASTRUCTURE	\$1,104.50
	025615063	BOX CONCRETE	\$641.25	82000000-12104	INVENTORY - PURCHASES	\$641.25
	025651421	ANGLE BALL METER	\$855.00	82000000-12104	INVENTORY - PURCHASES	\$855.00
Vendor Total:						\$3,642.40
PETERSON TRUCKS INC	217023R	MOTOR CONTROL ACTUATOR	\$45.23	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.05)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.21)
				84027221-56130	EXTERNAL SERVICES	\$0.26
				84027221-56130	EXTERNAL SERVICES	\$45.23
	216099P	BRAKLEEN	\$46.63	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.05)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.22)

List of Checks Presented for Approval on 11/8/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PETERSON TRUCKS INC	216099P	BRAKLEEN	\$46.63	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$0.27
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$46.63
	217302R	BALDES, WINDSHIELD WASHER, OIL FILTER	\$88.10	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.10)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.41)
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$0.17
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$61.16
				10021210-56130	EXTERNAL SERVICES	\$0.17
				10021210-56130	EXTERNAL SERVICES	\$6.33
				10022100-56130	EXTERNAL SERVICES	\$0.17
				10022100-56130	EXTERNAL SERVICES	\$20.61
				216868R	OIKF FILTER, FUEL KIT	\$187.62
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.22)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.87)
				20324100-58510	REIMBURSABLE JOBS	\$1.09
				20324100-58510	REIMBURSABLE JOBS	\$187.62
	216951R	BLACK GAUGES	\$194.72	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.22)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.90)
				77725200-56130	EXTERNAL SERVICES	\$1.12
				77725200-56130	EXTERNAL SERVICES	\$194.72
	FC1908-A	FINANCE CHARGE	\$3.36	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$3.36
	217235R	FLEETRITE TOWEL BOX	\$63.00	20324100-54100	SUPPLIES	\$63.00
	Vendor Total:					\$628.66
PITNEY BOWES INC	1014122804	POSTAGE MACHINE LEASE & SUPPLI	\$163.31	20513300-54101	POSTAGE	\$163.31
				Vendor Total:		\$163.31
QUALITROL COMPANY LLC	20086490	LPRD00-00385798 LARGE PRESSURE	\$279.08	80126100-80230	INFRASTRUCTURE	\$279.08
	20087079	LPRD00-00385798 LARGE PRESSURE	\$2,000.04	80126100-80230	INFRASTRUCTURE	\$2,000.04
	Vendor Total:					\$2,279.12

List of Checks Presented for Approval on 11/8/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RAY C STARKEY	P-1900414	FLEECE HOODIES - WATER DEPT	\$189.33	82027111-54100	SUPPLIES	\$189.33
					Vendor Total:	\$189.33
REBECCA SCHWENGER	190924-RS	ADV DISABILITY PENSION PMT	\$2,766.08	90000000-10410	ACCOUNTS RECEIVABLE	\$1,383.04
				90000000-10410	ACCOUNTS RECEIVABLE	\$1,383.04
					Vendor Total:	\$2,766.08
REDWOOD COAST FUELS	2092881	CARDLOCK FUEL PURCHASES	\$408.38	10022100-56210	FUEL & FLUIDS	\$408.38
	2088466	CARDLOCK FUEL PURCHASES	\$110.50	20324100-58410	GARAGE LUBRICANTS & PARTS	\$110.50
	2082642	CARDLOCK FUEL PURCHASES	\$14.90	90000000-23219	PUMPKINFEST	\$14.90
					Vendor Total:	\$533.78
REDWOOD EMPIRE AIKIKAI	DV100219	INSTRUCTOR	\$36.00	10022850-52100	CONTRACTUAL SERVICES	\$36.00
					Vendor Total:	\$36.00
REXEL USA INC	X351667	SUNRAY INDICATOR LAMP	\$29.13	82027111-56300	BUILDING MAINT. & REPAIR	\$29.13
					Vendor Total:	\$29.13
RINO PACIFIC	CL28856	FUEL CARD CHARGES AS NEEDED	\$268.42	82027114-56210	FUEL & FLUIDS	\$268.42
					Vendor Total:	\$268.42
ROUND TABLE PIZZA	14-78	PUBLIC WORKS LUNCH MEETING	\$146.93	10024210-57100	LEARNING AND DEVELOPMENT	\$146.93
	14-48	WTP TRAINING	\$34.83	82027114-57100	LEARNING AND DEVELOPMENT	\$34.83
	14-49	WWTP TRAINING	\$141.48	84027225-57100	LEARNING AND DEVELOPMENT	\$141.48
					Vendor Total:	\$323.24
SILVA SEPTIC INC	81335	PORTABLE RESTROOM RENTAL	\$205.12	10021210-54100	SUPPLIES	\$102.56
				91521400-54100	SUPPLIES	\$102.56
					Vendor Total:	\$205.12
SLAM DUNK PIZZA	DV103019	EUD STAFF LUNCH MEETING - PSPS	\$200.95	80026200-54100	SUPPLIES	\$200.95
					Vendor Total:	\$200.95
SOLA STRUCTURAL ENGINEERING INC	14780	SIGNAGE FOUNDATION DESIGN VINEWOOD PARK	\$500.00	10022100-52100	CONTRACTUAL SERVICES	\$500.00
					Vendor Total:	\$500.00
SONSRAY MACHINERY LLC	P21364-04	VALVE	\$696.29	84027225-56130	EXTERNAL SERVICES	\$696.29
					Vendor Total:	\$696.29

List of Checks Presented for Approval on 11/8/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	87344	BATTERIES	\$32.64	10012200-54100	SUPPLIES	\$32.64
	91511	MONTLY PLANNER	\$23.94	10020210-54100	SUPPLIES	\$23.94
	235775711	AVERY FILE FOLDER, PAPER CLIPS	\$26.79	73022600-54100	SUPPLIES	\$26.79
	189851	PRECISE PENS, CARTRIDGES	\$55.60	77725200-54100	SUPPLIES	\$55.60
	91561	VIVITAR USBS	\$55.49	82027114-54100	SUPPLIES	\$55.49
	89092	ZEBRA PENS, POSTIT	\$20.09	84027225-54100	SUPPLIES	\$20.09
Vendor Total:						\$214.55
STATE CONTROLLER'S OFFICE	DV110619	WARRANTS ISSUED LISTING	\$150.00	10013400-52100	CONTRACTUAL SERVICES	\$150.00
	Vendor Total:					\$150.00
STATE WATER RESOURCES CONTROL BOARD	DV110419	REGISTRATION - COLE GOWAN	\$60.00	84027225-57100	LEARNING AND DEVELOPMENT	\$60.00
	Vendor Total:					\$60.00
SUSAN SCHMIRL	121009-5	PHOTOVOLTIC REFUND	\$339.25	90100000-10421	UTILITY RECEIVABLES CLEARING	\$339.25
	Vendor Total:					\$339.25
SYDNEY DEARBORN	Q1920951	REIMBURSEMENT FOR MEDICAL INSURANCE	\$170.17	91500000-20561	ACCRUED SICK	\$170.17
	Vendor Total:					\$170.17
TGIF REPAIRS INC	6024	PRINTER MAINTENANCE	\$175.00	20513300-59400	OTHER EXPENSES	\$175.00
	Vendor Total:					\$175.00
THATCHER COMPANY OF CALIFORNIA INC	269798	LAND APPRAISAL SVCS - WESTERN	\$8,995.96	84027225-58202	CHEMICALS	\$8,995.96
	Vendor Total:					\$8,995.96
TIM SANTO	DV103119	EUD LUNCH MEETING REIMBURSEMENT	\$70.33	80026400-54100	SUPPLIES	\$70.33
	Vendor Total:					\$70.33
TOTAL COMPENSATION SYSTEMS, INC	7882	GASB 68 REPORTING SERVICE FOR	\$880.00	10013400-52100	CONTRACTUAL SERVICES	\$880.00
	Vendor Total:					\$880.00
TRI AIR TESTING INC	130321	AIR ANALYSIS	\$195.01	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.18)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.75)
				25321210-54102	SMALL TOOLS	\$5.87
				25321210-54102	SMALL TOOLS	\$97.51

List of Checks Presented for Approval on 11/8/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TRI AIR TESTING INC	130321	AIR ANALYSIS	\$195.01	91621400-54102	SMALL TOOLS	\$5.86
				91621400-54102	SMALL TOOLS	\$97.50
				90000000-23013	STATE USE TAX LIABILITY	(\$10.80)
				Vendor Total:		\$195.01
TRIPLE S CAMERA SHOP	116861	CUSTOM FRAMING ENLARGEMENTS	\$477.32	63820210-54100	SUPPLIES	\$477.32
				Vendor Total:		\$477.32
U TOP IT	DV110519	MEAL VOUCHERS - PUMPKINFEST	\$48.00	90000000-23219	PUMPKINFEST	\$48.00
				Vendor Total:		\$48.00
UKIAH AUTO PARTS	130338	STICK HOSE	\$35.30	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$35.30
	129614	PUMP BATTERY	\$64.19	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$64.19
	131580	V-BELT	\$69.93	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$69.93
	STMT103119	2% DISCOUNT FROM STATEMENT	(\$18.65)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$18.65)
	129280	CORE DEPOSIT	(\$18.00)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$18.00)
	129241	BATTERY, CORE DEPOSIT	\$157.77	10020210-56130	EXTERNAL SERVICES	\$157.77
	131262	ADAPTER	\$5.30	10021210-56130	EXTERNAL SERVICES	\$5.30
	131263	ADAPTER	\$5.30	10021210-56130	EXTERNAL SERVICES	\$5.30
	132445	REFLECTOR	\$5.10	10022100-56130	EXTERNAL SERVICES	\$5.10
	132077	SWITCH	\$30.70	20822500-56130	EXTERNAL SERVICES	\$30.70
	130050	LITHIUM COIN CELL BATTERIES	\$10.87	20824300-56130	EXTERNAL SERVICES	\$10.87
	132096	FUSE	\$7.92	80026110-56130	EXTERNAL SERVICES	\$7.92
	132679	STRAPS	\$9.79	80026110-56130	EXTERNAL SERVICES	\$9.79
	132097	FUSE	\$39.58	80026110-56130	EXTERNAL SERVICES	\$39.58
	130123	ADAPTER	\$26.11	82027114-56130	EXTERNAL SERVICES	\$13.05
				82027114-56130	EXTERNAL SERVICES	\$13.06
	130484	BATTERY	\$209.41	84027221-56130	EXTERNAL SERVICES	\$209.41
	132415	OIL & AIR FILTERS	\$27.85	84027225-56130	EXTERNAL SERVICES	\$27.85
	132017	FUEL FILTER	\$34.84	84027225-56130	EXTERNAL SERVICES	\$34.84

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH AUTO PARTS	130137	BATTERY CHARGER	\$235.10	84027225-56130	EXTERNAL SERVICES	\$235.10
	131344	HAMMER	\$39.72	10024620-54120	PW - SPECIAL SUPPLIES	\$39.72
	129867	WIRES	\$21.92	20324100-58510	REIMBURSABLE JOBS	\$21.92
	Vendor Total:					\$1,000.05
UKIAH PAPER SUPPLY	1504400	MISC. JANITORIAL SUPPLIES AS N	\$147.96	20822500-56300	BUILDING MAINT. & REPAIR	\$147.96
	1503489	MISC. JANITORIAL SUPPLIES AS N	\$242.42	20822500-56300	BUILDING MAINT. & REPAIR	\$242.42
	1503997	MISC. JANITORIAL SUPPLIES AS N	\$487.53	90000000-23219	PUMPKINFEST	\$487.53
	1503995	MISC. JANITORIAL SUPPLIES AS N	\$243.42	10022100-54100	SUPPLIES	\$243.42
	1504403	MISC. JANITORIAL SUPPLIES AS N	\$298.02	20822500-54100	SUPPLIES	\$298.02
	503448	MISC. JANITORIAL SUPPLIES AS N	\$49.63	73022600-54100	SUPPLIES	\$49.63
	504019	MISC. JANITORIAL SUPPLIES AS N	\$178.87	73022600-54100	SUPPLIES	\$178.87
	1503407	MISC. JANITORIAL SUPPLIES AS N	\$186.37	80026120-54100	SUPPLIES	\$186.37
	1504172	MISC. JANITORIAL SUPPLIES AS N	\$45.17	82027111-54100	SUPPLIES	\$45.17
	1503672	MISC. JANITORIAL SUPPLIES AS N	\$93.19	82027114-54100	SUPPLIES	\$93.19
	503648	MISC. JANITORIAL SUPPLIES AS N	\$120.95	84027225-54100	SUPPLIES	\$120.95
	503537	MISC. JANITORIAL SUPPLIES AS N	\$232.71	84027225-54100	SUPPLIES	\$232.71
	Vendor Total:					\$2,326.24
UKIAH ROUND TREE GLASS	164508	OVERHEAD CONCEALED CLOSURE	\$403.08	31122000-56300	BUILDING MAINT. & REPAIR	\$403.08
	164920	ADJUST DOORS	\$85.00	73022600-56300	BUILDING MAINT. & REPAIR	\$85.00
Vendor Total:						\$488.08
UKIAH TROPHIES & GIFTS	722135	ADULT SOFTBALL PLAQUES	\$737.08	10022822-54100	SUPPLIES	\$737.08
Vendor Total:						\$737.08
VALLEY AUTO CENTER INC	295897	THREADLOCK	\$50.25	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$50.25
	295896	SWITCH ADAPTER RETURN	(\$33.38)	10022100-56130	EXTERNAL SERVICES	(\$33.38)
Vendor Total:						\$16.87
VERGIL THOMAS MASSEY	484280	CHAIN REPAIR, CARBIDE SHARPEN AND CHAIN	\$394.97	25321210-54102	SMALL TOOLS	\$197.48
				91621400-54102	SMALL TOOLS	\$197.49
Vendor Total:						\$394.97
VINCENTE MARTINEZ	BA FY 19/20	BOOT ALLOWANCE	\$150.00	82027114-54100	SUPPLIES	\$75.00

List of Checks Presented for Approval on 11/8/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
VINCENTE MARTINEZ	BA FY 19/20	BOOT ALLOWANCE	\$150.00	84027221-54100	SUPPLIES	\$75.00
					Vendor Total:	\$150.00
WALMART COMMUNITY	004740	SWT PUFFER JACKET	\$43.39	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$43.39
	000594	PUMPKINFEST SUPPLIES	\$11.81	90000000-23219	PUMPKINFEST	\$11.81
	004869	PUMPKIN FEST SUPPLIES	\$47.43	90000000-23219	PUMPKINFEST	\$47.43
	005088	PUMPKIN FEST SUPPLIES	\$50.42	90000000-23219	PUMPKINFEST	\$50.42
	008544	PUMPKIN FEST SUPPLIES	\$116.11	90000000-23219	PUMPKINFEST	\$116.11
	006626	CLOROX WIPES, GLOVES, PAPER TOWELS	\$55.23	10024620-54120	PW - SPECIAL SUPPLIES	\$55.23
	008295	PINATA STICK, JUMBO SHARK PINATA, CHOCOLATE MIX	\$55.54	10020214-54100	SUPPLIES	\$55.54
	002779	CLEANING SUPPLIES	\$29.18	80026110-54100	SUPPLIES	\$29.18
	006749	HEADLIGHT	\$9.67	80026210-54100	SUPPLIES	\$9.67
	003282	EQUATE CLEAR LIQUID SOAP	\$16.72	82027111-54100	SUPPLIES	\$16.72
					Vendor Total:	\$435.50
WESCO DISTRIBUTION INC	546369	PIN INSULATOR W/1" NYLON THREA	\$1,441.51	80026110-54100	SUPPLIES	\$1,441.51
					Vendor Total:	\$1,441.51
WILLOW COUNTY WATER DIST	40351 SEP 19	WATER SERVICES - 1640 S STATE	\$20.00	31122000-55210	UTILITIES	\$20.00
	40353 SEP 19	WATER SERVICES - 1640 S STATE ST	\$33.03	31122000-55210	UTILITIES	\$33.03
	81154 SEP 19	WATER SERVICES - SEWER TREATMENT PLANT	\$46.50	84027225-55210	UTILITIES	\$46.50
					Vendor Total:	\$99.53
					INVOICE TOTAL:	\$445,924.54

List of Checks Presented for Approval on 11/15/2019

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

 11-26-19  CR 11/15
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AARON VANDEWARKER	DV110719	MEAL VOUCHERS	\$130.00	90000000-23219	PUMPKINFEST	\$130.00
Vendor Total:						\$130.00
ADVANCED SECURITY SYSTEMS	493930	MONTHLY ALARM SERVICES FOR 130 TALMAGE	\$24.75	10021210-52180	SECURITY SERVICES	\$12.38
				91521400-52180	SECURITY SERVICES	\$12.37
Vendor Total:						\$24.75
ALLEN JAMES	DV092119	INSTRUCTOR	\$64.00	10022850-52100	CONTRACTUAL SERVICES	\$64.00
	DV092819	INSTRUCTOR	\$136.00	10022850-52100	CONTRACTUAL SERVICES	\$136.00
Vendor Total:						\$200.00
AMAZON CAPITAL SERVICES	1GKW-M3MR-RT34	THINKPAD DOCKS	\$984.24	10020210-54330	COMPUTER AND TECHNOLOGY	\$984.24
	197X-C46Y-GJDY	FLASH DRIVE	\$78.23	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$78.23
	1X3K-19LX-43Y4	COAT RACK AND CABLE	\$41.36	63820210-54100	SUPPLIES	\$41.36
Vendor Total:						\$1,103.83
ANIXTER	4315241-03	(A-53-A) Crossarm 8 ft. WOOD,	\$408.41	80000000-12104	INVENTORY - PURCHASES	\$408.41
Vendor Total:						\$408.41
AT&T	000013839389	T1 TO INTERNET FOR DOJ/CLETS	\$301.34	10020210-55100	TELEPHONE	\$150.67
				20620231-55100	TELEPHONE	\$150.67
	000013870908	T1 TO INTERNET	\$573.75	20913900-55100	TELEPHONE	\$573.75
	000013871305	TELEPHONE SERVICES	\$5,099.32	20913900-55100	TELEPHONE	\$5,099.32
	1718 NOV 19	CC TERMINAL	\$217.67	77725200-55100	TELEPHONE	\$217.67
Vendor Total:						\$6,192.08
BARTLEY PUMP PM, LLC	58183 A	EL DORADO LIFT STATION REPL. P	\$43,050.00	94424424-80230	INFRASTRUCTURE	\$43,050.00
Vendor Total:						\$43,050.00
BNY WESTERN TRUST CO	811599 OCT 19	UKIAH RDA 2011 PRINCIPAL PAYMENT AND INTEREST	\$54,071.61	96695604-70202	BOND PRINCIPAL PAYMENTS	\$10,000.00
				96695604-70102	INTEREST EXPENSE	\$76,875.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BNY WESTERN TRUST CO	811599 OCT 19	UKIAH RDA 2011 PRINCIPAL PAYMENT AND INTEREST	\$54,071.61	96600000-10260	CASH WITH FISCAL AGENT	(\$32,803.39)
	UKIAHRDA07 OCT 19	UKIAH RDA 2007 INTEREST PAYMENT	\$421,631.07	96695604-70102	INTEREST EXPENSE	\$46,865.00
				96695604-70202	BOND PRINCIPAL PAYMENTS	\$375,000.00
				96600000-10260	CASH WITH FISCAL AGENT	(\$233.93)
					Vendor Total:	\$475,702.68
BORIS PROKOP	UKIAH-2019-08	ASSIST EUD WITH REGULATORY & M	\$6,500.00	80026400-52100	CONTRACTUAL SERVICES	\$6,500.00
					Vendor Total:	\$6,500.00
CA PEACE OFFICERS ASSOC	205640	ANNUAL MEMBERSHIP- J WYATT	\$300.00	10020210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$300.00
	205730	ANNUAL MEMBERSHIP- S KAESER	\$300.00	10020210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$300.00
					Vendor Total:	\$600.00
CANTEEN SERVICE	5975:006189	WATER FILTRATION SERVICE POLICE	\$45.00	10020210-54100	SUPPLIES	\$22.50
				20620231-54100	SUPPLIES	\$22.50
					Vendor Total:	\$45.00
CHEM DRY	19758	CARPET CLEANING SERVICES	\$317.00	10022700-56300	BUILDING MAINT. & REPAIR	\$317.00
	19743	CARPET CLEANING SERVICES	\$28.00	73022600-56300	BUILDING MAINT. & REPAIR	\$28.00
					Vendor Total:	\$345.00
CITIBANK N.A.	OCT 19	AGENT FEE	\$7.00	20413500-57100	LEARNING AND DEVELOPMENT	\$7.00
					Vendor Total:	\$7.00
CLERK-RECORDER, MENDOCINO COUNTY	DV111419	REPLENISH CHARGE ACCT FOR CEQA NOTICES	\$400.00	10023100-59101	FEES	\$400.00
					Vendor Total:	\$400.00
COMCAST	5488 NOV 19	INTERNET SERVICES	\$88.24	10021210-55100	TELEPHONE	\$44.12
				91521400-55100	TELEPHONE	\$44.12
	1067 NOV 19	INTERNET SERVICES	\$113.19	10021210-55100	TELEPHONE	\$56.59
				91521400-55100	TELEPHONE	\$56.60
					Vendor Total:	\$201.43
CPS HR CONSULTING	SOP50198	FIREFIGHTER EXAM	\$79.20	10016100-54163	INTERVIEW SUPPLIES	\$79.20
					Vendor Total:	\$79.20
DAPHINE HARRIS - PETTY CASH	111319	REPLENISH PETTY CASH	\$167.85	10023100-59101	FEES	\$50.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DAPHINE HARRIS - PETTY CASH	111319	REPLENISH PETTY CASH	\$167.85	10012600-57100	LEARNING AND DEVELOPMENT	\$12.24
				10012600-57100	LEARNING AND DEVELOPMENT	\$12.24
				10013401-57100	LEARNING AND DEVELOPMENT	\$8.58
				10024224-57100	LEARNING AND DEVELOPMENT	\$20.00
				10022100-54100	SUPPLIES	\$14.70
				10024210-54100	SUPPLIES	\$2.50
				20413500-54100	SUPPLIES	\$22.00
				20413510-54100	SUPPLIES	\$3.00
				20822500-54100	SUPPLIES	\$9.54
				73022600-54100	SUPPLIES	\$13.05
Vendor Total: \$167.85						
DAVID RAPPORT	7103	LEGAL SERVICES FOR FY 19/20	\$56.00	10017200-52100	CONTRACTUAL SERVICES	\$56.00
	7102	LEGAL SERVICES FOR FY 19/20	\$30,826.15	10014000-52150	LEGAL SERVICES/ EXPENSES	\$81.79
				10014000-52150	LEGAL SERVICES/ EXPENSES	\$18,169.18
				20414000-52150	LEGAL SERVICES/ EXPENSES	\$520.74
				72022400-52150	LEGAL SERVICES/ EXPENSES	\$2,505.55
				77714000-52150	LEGAL SERVICES/ EXPENSES	\$567.09
				80014000-52150	LEGAL SERVICES/ EXPENSES	\$1,635.83
				82014000-52150	LEGAL SERVICES/ EXPENSES	\$696.32
				83027330-52150	LEGAL SERVICES/ EXPENSES	\$2,085.68
				84427222-52150	LEGAL SERVICES/ EXPENSES	\$4,465.82
				90214000-52150	LEGAL SERVICES/ EXPENSES	\$98.15
				Vendor Total: \$30,882.15		

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DEEP VALLEY SECURITY	352791	VIDEO DOWNLOAD FOR PD	\$115.89	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$115.89
					Vendor Total:	\$115.89
DEPARTMENT OF JUSTICE	413949	FINGERPRINTS	\$671.00	10020210-54169	LIVESCAN	\$671.00
	414073	FINGERPRINTS	\$294.00	10022900-54169	LIVESCAN	\$294.00
					Vendor Total:	\$965.00
E&M ELECTRIC & MACHINERY, INC	345565	CFP #110307 CUSTOMER FIRST - P	\$12,300.00	84027225-52100	CONTRACTUAL SERVICES	\$12,300.00
					Vendor Total:	\$12,300.00
EFFICIENCY SERVICES GROUP LLC	2371	ADMIN OF EUD PUBLIC BENEFITS P	\$1,750.45	80626450-52139	RESEARCH DEVELOPMENT & DEMO	\$1,750.45
					Vendor Total:	\$1,750.45
ENTENMANN-ROVIN CO	0147454-IN	FIRE BADGES	\$907.07	10021210-54100	SUPPLIES	\$453.54
				91521400-54100	SUPPLIES	\$453.53
					Vendor Total:	\$907.07
FIRE INSTRUCTOR TESTING SOFTWARE, LLC	11516	SOFTWARE	\$478.34	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.58)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.23)
				10021210-54320	SOFTWARE	\$1.41
				10021210-54320	SOFTWARE	\$239.17
				91521400-54320	SOFTWARE	\$1.40
				91521400-54320	SOFTWARE	\$239.17
					Vendor Total:	\$478.34
FRIEDMANS HOME IMPROVEMENT	36876259	MISC. SUPPLIES AS NEEDED	\$24.61	20822500-56300	BUILDING MAINT. & REPAIR	\$24.61
	36870132	MISC. SUPPLIES AS NEEDED	\$115.31	20822500-56300	BUILDING MAINT. & REPAIR	\$115.31
	36865740	MISC. SUPPLIES AS NEEDED	\$225.10	20822500-56300	BUILDING MAINT. & REPAIR	\$225.10
	36882728	MISC. SUPPLIES AS NEEDED	\$246.69	20822500-56300	BUILDING MAINT. & REPAIR	\$246.69
	36875831	MISC. SUPPLIES AS NEEDED	\$343.03	20822500-56300	BUILDING MAINT. & REPAIR	\$343.03
	36860529	MISC. SUPPLIES AS NEEDED	\$64.73	31122000-56300	BUILDING MAINT. & REPAIR	\$64.73
	36881793	MISC. SUPPLIES AS NEEDED	\$138.57	77725200-56300	BUILDING MAINT. & REPAIR	\$138.57
	36859722	MISC. SUPPLIES AS NEEDED	\$230.30	77725200-56300	BUILDING MAINT. & REPAIR	\$230.30

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36872530	MISC. SUPPLIES AS NEEDED	\$33.38	82027111-56300	BUILDING MAINT. & REPAIR	\$33.38
	36881900	MISC. SUPPLIES AS NEEDED	\$6.27	10022100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$6.27
	36879798	MISC. SUPPLIES AS NEEDED	\$41.46	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$41.46
	36886123	MISC. SUPPLIES AS NEEDED	\$84.16	84027221-56120	EQUIPMENT MAINTENANCE & REPAIR	\$84.16
	36885261	MISC. SUPPLIES AS NEEDED	\$513.30	84027221-56120	EQUIPMENT MAINTENANCE & REPAIR	\$513.30
	36869812	MISC. SUPPLIES AS NEEDED	\$16.14	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$16.14
	36862173	MISC. SUPPLIES AS NEEDED	\$27.07	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$27.07
	36866387	MISC. SUPPLIES AS NEEDED	\$52.19	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$52.19
	36879838	MISC. SUPPLIES AS NEEDED	\$54.68	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$54.68
	36862196	MISC. SUPPLIES AS NEEDED	\$99.22	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$99.22
	36867958	MISC. SUPPLIES AS NEEDED	\$130.58	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$130.58
	36861247	MISC. SUPPLIES AS NEEDED	\$239.23	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$239.23
	36880564	MISC. SUPPLIES AS NEEDED	\$15.56	84027221-56130	EXTERNAL SERVICES	\$15.56
	36858942	MISC. SUPPLIES AS NEEDED	\$26.25	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$26.25
	36883946	MISC. SUPPLIES AS NEEDED	\$116.31	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$116.31
	36865919	MISC. SUPPLIES AS NEEDED	\$278.30	83027330-80230	INFRASTRUCTURE	\$278.30
	36868657	MISC. SUPPLIES AS NEEDED	\$73.40	10022100-59400	OTHER EXPENSES	\$73.40
	3685341	MISC. SUPPLIES AS NEEDED	\$12.54	90000000-23219	PUMPKINFEST	\$12.54
	36877259	MISC. SUPPLIES AS NEEDED	\$25.29	90000000-23219	PUMPKINFEST	\$25.29
	36861791	MISC. SUPPLIES AS NEEDED	\$37.06	90000000-23219	PUMPKINFEST	\$37.06
	36860997	MISC. SUPPLIES AS NEEDED	\$65.56	90000000-23219	PUMPKINFEST	\$65.56
	36876769	MISC. SUPPLIES AS NEEDED	\$65.74	90000000-23219	PUMPKINFEST	\$65.74
	36859398	MISC. SUPPLIES AS NEEDED	\$82.28	90000000-23219	PUMPKINFEST	\$82.28

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36860674	MISC. SUPPLIES AS NEEDED	\$85.30	90000000-23219	PUMPKINFEST	\$85.30
	36859362	MISC. SUPPLIES AS NEEDED	\$101.86	90000000-23219	PUMPKINFEST	\$101.86
	36868626	MISC. SUPPLIES AS NEEDED	\$177.40	90000000-23219	PUMPKINFEST	\$177.40
	36881956	MISC. SUPPLIES AS NEEDED	\$20.26	10024620-54120	PW - SPECIAL SUPPLIES	\$20.26
	36874110	MISC. SUPPLIES AS NEEDED	\$79.37	10024620-54120	PW - SPECIAL SUPPLIES	\$79.37
	36883324	MISC. SUPPLIES AS NEEDED	\$90.15	10024620-54120	PW - SPECIAL SUPPLIES	\$90.15
	36867129	MISC. SUPPLIES AS NEEDED	\$112.82	10024620-54120	PW - SPECIAL SUPPLIES	\$112.82
	36881912	MISC. SUPPLIES AS NEEDED	\$17.64	82027111-54102	SMALL TOOLS	\$17.64
	36878256	MISC. SUPPLIES AS NEEDED	\$69.61	82027111-54102	SMALL TOOLS	\$69.61
	36869000	MISC. SUPPLIES AS NEEDED	\$164.48	82027111-54102	SMALL TOOLS	\$164.48
	36861058	MISC. SUPPLIES AS NEEDED	\$369.86	82027114-54102	SMALL TOOLS	\$369.86
	36883987	MISC. SUPPLIES AS NEEDED	\$8.47	10022100-54100	SUPPLIES	\$8.47
	36889294	MISC. SUPPLIES AS NEEDED	\$18.45	10022100-54100	SUPPLIES	\$18.45
	36867263	MISC. SUPPLIES AS NEEDED	\$36.91	10022100-54100	SUPPLIES	\$36.91
	36869715	MISC. SUPPLIES AS NEEDED	\$36.91	10022100-54100	SUPPLIES	\$36.91
	36874038	MISC. SUPPLIES AS NEEDED	\$58.26	10022100-54100	SUPPLIES	\$58.26
	36881867	MISC. SUPPLIES AS NEEDED	\$93.20	10022100-54100	SUPPLIES	\$93.20
	36883445	MISC. SUPPLIES AS NEEDED	\$87.09	10022810-54100	SUPPLIES	\$87.09
	36875956	MISC. SUPPLIES AS NEEDED	\$22.48	10023320-54100	SUPPLIES	\$22.48
	36875336	MISC. SUPPLIES AS NEEDED	\$225.34	20513382-54100	SUPPLIES	\$225.34
	36889314	MISC. SUPPLIES AS NEEDED	\$26.50	20822500-54100	SUPPLIES	\$26.50
	36886799	MISC. SUPPLIES AS NEEDED	\$68.87	20822500-54100	SUPPLIES	\$68.87
	36887497	MISC. SUPPLIES AS NEEDED	\$165.01	20822500-54100	SUPPLIES	\$165.01
	36858956	MISC. SUPPLIES AS NEEDED	\$209.14	20822500-54100	SUPPLIES	\$209.14
	36865694	MISC. SUPPLIES AS NEEDED	\$32.88	20824300-54100	SUPPLIES	\$32.88
	36883401	MISC. SUPPLIES AS NEEDED	\$1.86	80026110-54100	SUPPLIES	\$1.86
	36864591	MISC. SUPPLIES AS NEEDED	\$74.06	80026110-54100	SUPPLIES	\$74.06
	36876022	MISC. SUPPLIES AS NEEDED	\$54.42	80026210-54100	SUPPLIES	\$54.42
	36886387	MISC. SUPPLIES AS NEEDED	\$206.60	80026210-54100	SUPPLIES	\$206.60

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36861815	MISC. SUPPLIES AS NEEDED	\$19.92	80026220-54100	SUPPLIES	\$19.92
	36865011	MISC. SUPPLIES AS NEEDED	\$24.68	82027111-54100	SUPPLIES	\$24.68
	36885378	MISC. SUPPLIES AS NEEDED	\$113.22	82027111-54100	SUPPLIES	\$113.22
	36860899	MISC. SUPPLIES AS NEEDED	\$6.95	82027114-54100	SUPPLIES	\$6.95
	36876221	MISC. SUPPLIES AS NEEDED	\$10.87	82027114-54100	SUPPLIES	\$10.87
	36873676	MISC. SUPPLIES AS NEEDED	\$16.15	82027114-54100	SUPPLIES	\$16.15
	36873557	MISC. SUPPLIES AS NEEDED	\$17.07	82027114-54100	SUPPLIES	\$17.07
	36874104	MISC. SUPPLIES AS NEEDED	\$18.72	82027114-54100	SUPPLIES	\$18.72
	36868727	MISC. SUPPLIES AS NEEDED	\$18.81	82027114-54100	SUPPLIES	\$18.81
	36874793	MISC. SUPPLIES AS NEEDED	\$24.43	82027114-54100	SUPPLIES	\$24.43
	36873736	MISC. SUPPLIES AS NEEDED	\$71.27	82027114-54100	SUPPLIES	\$71.27
	36883752	MISC. SUPPLIES AS NEEDED	\$87.33	82027114-54100	SUPPLIES	\$87.33
	36881389	MISC. SUPPLIES AS NEEDED	\$174.19	82027114-54100	SUPPLIES	\$174.19
	36889851	MISC. SUPPLIES AS NEEDED	\$217.18	82027114-54100	SUPPLIES	\$217.18
	36875962	MISC. SUPPLIES AS NEEDED	\$25.22	84027221-54100	SUPPLIES	\$25.22
	36879791	MISC. SUPPLIES AS NEEDED	\$57.19	84027225-54100	SUPPLIES	\$57.19
	36875236	MISC. SUPPLIES AS NEEDED	\$111.04	84027225-54100	SUPPLIES	\$111.04
	36879786	MISC. SUPPLIES AS NEEDED	\$272.17	84027225-54100	SUPPLIES	\$272.17
	Vendor Total:					\$7,485.92
GHD INC	130478	TRAFFIC ANALYSIS OF SCHOOL AREA	\$5,330.06	10024210-52100	CONTRACTUAL SERVICES	\$5,330.06
					Vendor Total: \$5,330.06	
GHILOTTI CONSTRUCTION COMPANY INC	5794*21	RECYCLED WATER PROJECT	\$5,000.00	83027330-80230	INFRASTRUCTURE	\$5,000.00
	5794*19	RECYCLED WATER PROJECT	\$119,918.32	83027330-80230	INFRASTRUCTURE	\$1.00
				83027330-80230	INFRASTRUCTURE	\$97,326.10
				84427222-80233	MAIN REPLACEMENTS	\$22,591.22
	Vendor Total: \$124,918.32					
GRAFIX SHOPPE	130723	POLICE VEHICLE GRAPHICS	\$372.56	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.73)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.42)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.73)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GRAFIX SHOPPE	130723	POLICE VEHICLE GRAPHICS	\$372.56	10020210-56130	EXTERNAL SERVICES	\$30.62
				10020210-56130	EXTERNAL SERVICES	\$372.56
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.73)
				90000000-23013	STATE USE TAX LIABILITY	(\$25.01)
				Vendor Total:		\$372.56
GRANITE CONSTRUCTION COMPANY	1920002 3	NORTHWESTERN PACIFIC RAIL TRAI	\$844,116.42	12024200-80230	INFRASTRUCTURE	\$90,269.01
				50024220-80230	INFRASTRUCTURE	\$34,802.11
				51124210-80230	INFRASTRUCTURE	\$696,875.70
				84027225-80230	INFRASTRUCTURE	\$22,169.60
				Vendor Total:		\$844,116.42
HILDEBRAND CONSULTING LLC	141	SEWER RATE STUDY	\$5,460.00	84427222-52100	CONTRACTUAL SERVICES	\$2,730.00
				94000000-52100	CONTRACTUAL SERVICES	\$2,730.00
				Vendor Total:		\$5,460.00
IAN MURRAY ROTH	19-09	RESIDENTIAL LEASE 19/20 - GINNY FETH-MICHEL	\$275.00	10013400-52600	RENT	\$275.00
				Vendor Total:		\$275.00
INTERSTATE BATTERIES	380039481	BATTERY	\$205.64	10020210-56130	EXTERNAL SERVICES	\$205.64
				Vendor Total:		\$205.64
JOHN'S LOCK & SAFE	9672	MISC. LOCK & KEY SERVICES AS N	\$4.00	84027221-56130	EXTERNAL SERVICES	\$4.00
				Vendor Total:		\$4.00
KEN FOWLER MOTORS INC	22142	TANK	\$45.27	80026110-56130	EXTERNAL SERVICES	\$45.27
				Vendor Total:		\$45.27
LEAGUE OF CALIFORNIA CITIES	1628	REGISTRATION - M MULHEREN	\$40.00	10010000-57100	LEARNING AND DEVELOPMENT	\$40.00
				Vendor Total:		\$40.00
LEGAL SHIELD	38295 NOV 19	PRE PAID LEGAL SERVICE	\$103.60	20700000-20526	PREPAID LEGAL - AFLAC	\$103.60
	38295 SEP 19	PRE PAID LEGAL SERVICE	\$103.60	20700000-20526	PREPAID LEGAL - AFLAC	\$103.60
			Vendor Total:		\$207.20	
LEXISNEXIS RISK DATA MANAGEMENT INC	1410964-20191031	LEXIS NEXIS LE PLUS SEARCHING	\$78.00	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$78.00
				Vendor Total:		\$78.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LORELEI SCOTT	6856	FAMILY FUN-BANNER INSERTS	\$504.33	90000000-23243	FAMILY FUN IN THE SUN	\$504.33
	7228	PUMPKIN FEST-BANNER UPDATES	\$114.88	90000000-23219	PUMPKINFEST	\$114.88
	Vendor Total:					\$619.21
MELISSA MICHAEL	BA FY19/20	BOOT ALLOWANCE	\$150.00	84027225-54100	SUPPLIES	\$150.00
					Vendor Total: \$150.00	
MICHELLE IRACE	DV110519	REIMBURSEMENT - CEQA FEES	\$52.50	10023100-59101	FEES	\$52.50
					Vendor Total: \$52.50	
NCPA	006102-1119026	NOV 19 NCPA	\$642,610.00	80026440-58104	NCPA MANAGEMENT SERVICES	\$40,400.00
				80026440-58101	NCPA PLANT GENERATION	\$81,771.00
				80026440-58102	NCPA POWER PURCHASES	\$382,894.00
				80026440-58105	NCPA THIRD PARTY SALES	(\$49,648.00)
				80026440-58103	NCPA TRANSMISSION	\$187,193.00
				Vendor Total: \$642,610.00		
NORTH COAST OPPORTUNITIES, INC	110519	WORKFORCE MGMT & LANDSCAPING - RAIL TRAIL PHASE	\$4,160.83	51124210-80230	INFRASTRUCTURE	\$4,160.83
	07232019	WORKFORCE MGMT & LANDSCAPING - RAIL TRAIL PHASE	\$5,403.08	51124210-80230	INFRASTRUCTURE	\$5,403.08
	Vendor Total: \$9,563.91					
NORTHERN AGGREGATES INC	62966	MISC. ROCK & SAND AS NEEDED	\$136.09	10024620-54120	PW - SPECIAL SUPPLIES	\$136.09
					Vendor Total: \$136.09	
NORTHERN SAFETY CO INC	903656556	SAFETY SUPPLIES	\$490.84	10022100-54100	SUPPLIES	\$490.84
					Vendor Total: \$490.84	
NORTHWEST INSURANCE AGENCY INC	FY 19/20	PUMPKIN FEST INSURANCE COVERAGE	\$4,441.75	90000000-23219	PUMPKINFEST	\$4,441.75
					Vendor Total: \$4,441.75	
OPERATING ENGINEERS UNION	1911-1	NOV 19 PW UNION DUS	\$1,024.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,024.00
	1911	NOV 19 MISC UNION DUES	\$1,767.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,767.00
	Vendor Total: \$2,791.00					
OPPERMAN & SON INC	01P26727	PIPE SWIVEL	\$47.03	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$47.03
	01P26391	CARTRIDGE, VALVE	\$260.84	10024620-56130	EXTERNAL SERVICES	\$260.84

List of Checks Presented for Approval on 11/15/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OPPERMAN & SON INC	01P26297	DBL VALVE	\$36.82	84027221-56130	EXTERNAL SERVICES	\$36.82
	01P26814	CIRCUIT BREAKER	\$194.98	84027221-56130	EXTERNAL SERVICES	\$194.98
	01P26959	SOUBLE SADDLE CLAMP	\$19.40	91521400-56130	EXTERNAL SERVICES	\$19.40
	01P26999	ALLISON SHORT FILTER	\$55.38	91521400-56130	EXTERNAL SERVICES	\$55.38
	01P26696	FUSE PANEL	\$69.74	20324100-58510	REIMBURSABLE JOBS	\$69.74
	Vendor Total:					\$684.19
PACE SUPPLY CORPORATION	025683956	SOCKET BUSHING, BALL VALVE	\$22.34	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$22.34
	025692780	DRAIN PIPE	\$36.22	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$36.22
	025670549	MEGA LUG SET	\$304.28	82000000-12104	INVENTORY - PURCHASES	\$304.28
	Vendor Total:					\$362.84
PG&E CO	6124-2 OCT19	PACIFIC GAS & ELECTRIC	\$882.15	10021210-55210	UTILITIES	\$441.08
				91521400-55210	UTILITIES	\$441.07
	0853-6 OCT19	PACIFIC GAS & ELECTRIC	\$2,845.35	31122000-55210	UTILITIES	\$2,845.35
	Vendor Total:					\$3,727.50
POWER PARTNERS INC	105503	POLE MOUNT, 25 KVA, 12 KV, 240	\$11,209.77	80000000-12104	INVENTORY - PURCHASES	\$11,209.77
Vendor Total:					\$11,209.77	
PUBLIC SERVICE DEPARTMENT	CITY SEP 19	CITY UTILITIES	\$122,387.37	80626450-52133	MONTHLY DISCOUNT PROGRAM	(\$4.52)
				10022100-55210	UTILITIES	\$20,390.55
				10022300-55210	UTILITIES	\$3,280.56
				10022700-55210	UTILITIES	\$2,245.83
				10024214-55210	UTILITIES	\$849.14
				10024620-55210	UTILITIES	\$343.20
				20620231-55210	UTILITIES	\$74.29
				20822500-55210	UTILITIES	\$9,611.46
				20824300-55210	UTILITIES	\$922.59
				25024300-55210	UTILITIES	\$93.20
				64020213-55210	UTILITIES	\$613.02
				72022400-55210	UTILITIES	\$14,183.75
				73022600-55210	UTILITIES	\$2,331.80

List of Checks Presented for Approval on 11/15/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail			
PUBLIC SERVICE DEPARTMENT	CITY SEP 19	CITY UTILITIES	\$122,387.37	77725200-55210	UTILITIES	\$3,090.61	
				80026400-55210	UTILITIES	\$2,212.42	
				80526150-55210	UTILITIES	\$12,239.11	
				82027111-55210	UTILITIES	\$21,406.46	
				83027330-55210	UTILITIES	\$66.03	
				84027221-55210	UTILITIES	(\$115.68)	
				84027225-55210	UTILITIES	\$28,553.55	
	81411-1 SEP 19	SEWER - 1500 S STATE ST	\$87.21	10021210-55210	UTILITIES	\$43.61	
				91521400-55210	UTILITIES	\$43.60	
	90558-8 SEP 19	SEWER - 141 LOVERS LN SEP 19	\$112.87	10021210-55210	UTILITIES	\$56.44	
				91521400-55210	UTILITIES	\$56.43	
	89690-2 SEP 19	SEWER - 1640 S STATE ST	\$140.68	31122000-55210	UTILITIES	\$140.68	
	Vendor Total:					\$122,728.13	
	RAINBOW AGRICULTURAL SERVICES	962475/1	STARTER ASSEMBLY	\$107.50	84027221-56130	EXTERNAL SERVICES	\$107.50
		26800/1	MIX OIL	\$91.32	10022100-56210	FUEL & FLUIDS	\$91.32
936191/1 1		FINANCE CHARGE	\$1.00	10024620-54130	PW - SAFETY	\$1.00	
936191/1		SHOP LABOR	\$42.00	10024620-54130	PW - SAFETY	\$42.00	
27188/1		BLADE RETURN	(\$109.95)	10024620-54120	PW - SPECIAL SUPPLIES	(\$109.95)	
975129/1		FRAME GENERATOR	\$936.31	10022100-54102	SMALL TOOLS	\$936.31	
26873/1		RAIN APPAREAL - T KITA	\$70.74	20513382-54100	SUPPLIES	\$70.74	
27120/1		RICE STRAW	\$36.97	80026110-54100	SUPPLIES	\$36.97	
27243/1		HYDRO FLASK	\$46.76	82027111-54100	SUPPLIES	\$46.76	
Vendor Total:					\$1,222.65		
REDWOOD COAST FUELS	2092910	CARDLOCK FUEL PURCHASES	\$949.55	20324100-58410	GARAGE LUBRICANTS & PARTS	\$949.55	
Vendor Total:					\$949.55		
REDWOOD TREE SERVICE STATIONS INC	OCT 19	CAR WASHING & INTERIOR CLEANIN	\$311.00	10020210-56130	EXTERNAL SERVICES	\$227.00	
				10023320-56130	EXTERNAL SERVICES	\$12.00	
				10023320-56130	EXTERNAL SERVICES	\$28.00	
				20324100-56130	EXTERNAL SERVICES	\$28.00	

List of Checks Presented for Approval on 11/15/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD TREE SERVICE STATIONS INC	OCT 19	CAR WASHING & INTERIOR CLEANIN	\$311.00	80026400-56130	EXTERNAL SERVICES	\$16.00
					Vendor Total:	\$311.00
REGE CONSTRUCTION, INC.	1920109 2	SPEC 18-04 RAIL TRAIL PHASE 3	\$740,449.00	51124210-80230	INFRASTRUCTURE	\$740,449.00
					Vendor Total:	\$740,449.00
REXEL USA INC	X371426	CRIMP PEN	\$14.01	20324100-58510	REIMBURSABLE JOBS	\$14.01
					Vendor Total:	\$14.01
RICHARD SEANOR	TR 11/12/19	TRAVEL REIMBURSEMENT	\$15.00	10024224-57100	LEARNING AND DEVELOPMENT	\$15.00
					Vendor Total:	\$15.00
RICHARD THORNTON	00000010774	MISC. TELEPHONE PRODUCTS & SER	\$271.58	10020210-52100	CONTRACTUAL SERVICES	\$271.58
	00000010730	MISC. TELEPHONE PRODUCTS & SER	\$296.40	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$296.40
					Vendor Total:	\$567.98
RINO PACIFIC	CL28997	FUEL CARD CHARGES AS NEEDED	\$1,771.99	10021210-56210	FUEL & FLUIDS	\$885.99
				91521400-56210	FUEL & FLUIDS	\$886.00
					Vendor Total:	\$1,771.99
ROGINA WATER COMPANY	0380 SEP 19	WATER SERVICES - 1301 TALMAGE RD	\$23.84	10021210-55210	UTILITIES	\$11.92
				91521400-55210	UTILITIES	\$11.92
					Vendor Total:	\$23.84
SD MYERS LLC	799139	K-F DISSOLVED WATER	\$92.00	80026210-54100	SUPPLIES	\$92.00
					Vendor Total:	\$92.00
SILVA SEPTIC INC	82090	PORTABLE RESTROOM RENTAL	\$185.09	10021210-54100	SUPPLIES	\$92.54
				91521400-54100	SUPPLIES	\$92.55
	82000	PORTABLE RESTROOM RENTAL	\$201.42	10021210-54100	SUPPLIES	\$100.71
				91521400-54100	SUPPLIES	\$100.71
					Vendor Total:	\$386.51
SNAP-ON INDUSTRIAL	ARV/4177509	GARAGE TOOLS	\$20.86	20324100-54102	SMALL TOOLS	\$20.86
					Vendor Total:	\$20.86
SONIC NET LLC	1000436994	INTERNET SERVICES - UVFD	\$18.20	10021210-55100	TELEPHONE	\$9.10
				91521400-55100	TELEPHONE	\$9.10
					Vendor Total:	\$18.20

List of Checks Presented for Approval on 11/15/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STERICYCLE INC	3004862055	"SHARPS" DISPOSAL AS NEEDED	\$40.27	10020210-54100	SUPPLIES	\$40.27
					Vendor Total:	\$40.27
SYAR INDUSTRIES INC	754334	ASPHALT AS NEEDED	\$1,942.82	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$2.23)
				10024620-54120	PW - SPECIAL SUPPLIES	\$0.74
				10024620-54120	PW - SPECIAL SUPPLIES	\$485.70
				82027114-54100	SUPPLIES	\$0.74
				82027114-54100	SUPPLIES	\$971.41
				84027220-54100	SUPPLIES	\$0.75
				84027220-54100	SUPPLIES	\$485.71
					Vendor Total:	\$1,942.82
TGIF REPAIRS INC	6027	PRINTER MAINTENANCE	\$711.59	20513300-54100	SUPPLIES	\$711.59
					Vendor Total:	\$711.59
THOMSON REUTERS BARCLAYS	840154820	MONTHLY SUBSCRIPTION RENEWAL	\$155.80	10021210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$77.90
				91521400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$77.90
					Vendor Total:	\$155.80
TRACTOR SUPPLY CREDIT PLAN	300345313	HOOK RATCHET	\$19.59	10022100-54100	SUPPLIES	\$19.59
	300344943	RAIN BOOTS - WATER DEPT.	\$16.33	82027114-54100	SUPPLIES	\$16.33
	300344942	RAIN BOOTS - WATER DEPT.	\$114.31	82027114-54100	SUPPLIES	\$114.31
	300341929	RAIN BOOTS - WWTP	\$119.75	84027225-54100	SUPPLIES	\$119.75
					Vendor Total:	\$269.98
TUFTS POLYGRAPH & INVESTIGATION	2019-517(A)	POLYGRAPH & INVESTIGATION	\$800.00	10020210-54161	BACKGROUND & PHYSICALS	\$800.00
	2019-516(A)	POLYGRAPH & INVESTIGATION SERVICES	\$800.00	10020210-54161	BACKGROUND & PHYSICALS	\$800.00
	2019-495(B)	POLYGRAPH & INVESTIGATION SERVICES	\$950.00	10020210-54161	BACKGROUND & PHYSICALS	\$950.00
					Vendor Total:	\$2,550.00
UKIAH TROPHIES & GIFTS	722139	BENCH & TREE PROGRAM PLAQUES	\$11.43	90000000-23212	ADOPT-A-TREE PROGRAM	\$11.43
	722143	PUMPKINFEST RIBBONS	\$65.33	90000000-23219	PUMPKINFEST	\$65.33
	721801	PUMPKINFEST PLAQUES	\$434.08	90000000-23219	PUMPKINFEST	\$434.08
					Vendor Total:	\$510.84

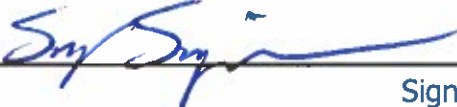
List of Checks Presented for Approval on 11/15/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UNITED SITE SERVICES	114-9346931	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTUAL SERVICES	\$166.86
	114-9346932	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTUAL SERVICES	\$166.86
	114-9346934	PORTABLE TOILET RENTAL	\$136.37	80026220-52100	CONTRACTUAL SERVICES	\$136.37
	114-9181975	PORTABLE TOILET RENTAL	\$433.59	90000000-23242	JULY 4TH PICNIC IN THE PARK	\$433.59
	114-9329412	PORTABLE TOILET RENTAL	\$221.94	90000000-23219	PUMPKINFEST	\$221.94
	114-9329407	PORTABLE TOILET RENTAL	\$318.80	90000000-23219	PUMPKINFEST	\$318.80
	114-9329417	PORTABLE TOILET RENTAL	\$318.80	90000000-23219	PUMPKINFEST	\$318.80
Vendor Total:						\$1,763.22
VERIZON WIRELESS	9841302040	UVFA CELLULAR PHONES	\$266.07	10021210-55100	TELEPHONE	\$133.04
				91521400-55100	TELEPHONE	\$133.03
Vendor Total:						\$266.07
WASTE MANAGEMENT	2781679-2561-1	GARAGE SERVICES	\$59.50	10021210-55210	UTILITIES	\$29.75
				91521400-55210	UTILITIES	\$29.75
Vendor Total:						\$59.50
WAXIE SANITARY SUPPLY	78669316	JANITORIAL SUPPLIES	\$409.05	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.89)
				10012200-54100	SUPPLIES	\$1.89
				10012200-54100	SUPPLIES	\$409.05
Vendor Total:						\$409.05
WILLOW COUNTY WATER DIST	10010 OCT 19	WATER SERVICES - 1500 S STATE ST	\$46.12	10021210-55210	UTILITIES	\$23.06
				91521400-55210	UTILITIES	\$23.06
Vendor Total:						\$46.12
WITMER PUBLIC SAFETY GROUP	E1893868 001	FIRE CLOTHING	\$181.47	10021210-54100	SUPPLIES	\$90.74
				91521400-54100	SUPPLIES	\$90.73
Vendor Total:						\$181.47
INVOICE TOTAL:						\$3,125,411.57

List of Checks Presented for Approval on 11/22/2019

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

 11-25-19  CR 11/22
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALLIANT INSURANCE SERVICES INC	5585	ANNUAL SLIP POLICY FOR UVSD	\$2,905.38	84027220-52100	CONTRACTUAL SERVICES	\$2,905.38
Vendor Total:						\$2,905.38
AMAZON CAPITAL SERVICES	1JVK-6VNQ-CQGD	WIRELESS SPEAKERS AND SINGING MACHINE	\$413.70	10022810-54100	SUPPLIES	\$413.70
	1PP1-K4XG-1DHJ	AIRCRAFT BOOKS	\$80.55	77725200-54100	SUPPLIES	\$80.55
	1JMY-H-QC-NJNM	DIGITAL CAMERA AND MEMORY CARD	\$360.81	82027111-54100	SUPPLIES	\$360.81
	1C9M-KDCV-Y7RH	BORIC ROACH AND ANT KILLER	\$54.42	84027221-54100	SUPPLIES	\$54.42
	1F1T-P1NQ-VK7Y	PRINTER INK	\$48.99	84027225-54100	SUPPLIES	\$48.99
Vendor Total:						\$958.47
AT&T	4292 OCT 19	INTERNET SERVICES FOR OBSERVATORY	\$100.72	10022100-55100	TELEPHONE	\$100.72
Vendor Total:						\$100.72
AT&T MOBILITY	832118877X1 1142019	DATA & VOICE CELL PHONES	\$341.03	10020210-55100	TELEPHONE	\$129.69
				20620231-55100	TELEPHONE	\$14.70
				77725200-55100	TELEPHONE	\$23.42
				80026400-55100	TELEPHONE	\$86.46
				82027110-55100	TELEPHONE	\$14.70
				82027111-55100	TELEPHONE	\$42.66
				84027221-55100	TELEPHONE	\$29.40
	832118877X1 0142019	DATA & VOICE CELL PHONES	\$360.46	10020210-55100	TELEPHONE	\$129.69
				20620231-55100	TELEPHONE	\$14.70
				77725200-55100	TELEPHONE	\$42.71
				80026400-55100	TELEPHONE	\$86.46
				82027110-55100	TELEPHONE	\$14.70
				82027111-55100	TELEPHONE	\$42.80
				84027221-55100	TELEPHONE	\$29.40

List of Checks Presented for Approval on 11/22/2019

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T MOBILITY	832056361X1 0142019	POLICE-MODEMS	\$473.04	10020210-55100	TELEPHONE	\$473.04
	832056361X1 1142019	POLICE - MODEMS	\$473.44	10020210-55100	TELEPHONE	\$473.44
	875108535X1 0142019	VOICE & 1 DATA	\$36.78	84027221-55100	TELEPHONE	\$36.78
	875108535X1 1142019	VOICE & 1 DATA	\$36.78	84027221-55100	TELEPHONE	\$36.78
Vendor Total:						\$1,721.53
B & B INDUSTRIAL SUPPLY INC	211768	GALV PIPE	\$33.53	82027111-56300	BUILDING MAINT. & REPAIR	\$33.53
	211833	SQUARE TUBING	\$41.12	82027111-54102	SMALL TOOLS	\$41.12
	211641	CROP METAL	\$7.19	84027221-54100	SUPPLIES	\$7.19
Vendor Total:						\$81.84
BELKORP AG	592001	COOLANT AND TEMPERATURE SENSOR	\$40.23	84027221-56130	EXTERNAL SERVICES	\$40.23
	591357	COOLANT	\$14.99	84027225-56130	EXTERNAL SERVICES	\$14.99
	594288	TEMPERATURE SENSOR	\$55.22	84027225-56130	EXTERNAL SERVICES	\$55.22
Vendor Total:						\$110.44
BROADCASTING CORP OF MENDOCINO CO	590-00035- 0000	2019 BROADCASTING PUMPKIN FEST	\$900.00	90000000-23219	PUMPKINFEST	\$900.00
Vendor Total:						\$900.00
BSN SPORTS	906831148	MACGREGOR MCBBX425 -YOUTH BASKETBALL	\$2,848.14	10022831-54100	SUPPLIES	\$2,848.14
Vendor Total:						\$2,848.14
CA POLICE CHIEFS ASSOC	181651	REGISTRATION- J WYATT	\$700.00	10020210-57100	LEARNING AND DEVELOPMENT	\$700.00
Vendor Total:						\$700.00
COMCAST	1296 NOV 19	INTERNET SERVICES	\$163.46	20913900-55100	TELEPHONE	\$163.46
	4635 NOV 19	INTERNET SERVICES	\$247.00	20913900-55100	TELEPHONE	\$247.00
Vendor Total:						\$410.46
CRUMP & CO INC	19027	VAL-MATIC 102WSTXF AIR RELIEF	\$1,892.00	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$8.46)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$2.12)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$8.46)
				82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$150.17
				82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,892.00

List of Checks Presented for Approval on 11/22/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CRUMP & CO INC	19027	VAL-MATIC 102WSTXF AIR RELIEF	\$1,892.00	90000000-23028	MEASURE Y DISTRICT TAX	(\$8.46)
				90000000-23013	STATE USE TAX LIABILITY	(\$122.67)
				Vendor Total:		\$1,892.00
CUMMINS PACIFIC LLC	Y7-95277	CHECK ENGINE LIGHT REPAIR	\$461.50	80026110-56130	EXTERNAL SERVICES	\$461.50
				Vendor Total:		\$461.50
DARWIN DICK	DV111919-1	REIMBURSEMENT- T2 CERTIFICATE RENEWAL	\$60.00	82027111-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$60.00
	DV111919	REIMBURSEMENT- D3 CERTIFICATE RENEWAL	\$90.00	82027111-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$90.00
			Vendor Total:		\$150.00	
DAVID KIRCH	BA FY 19/20	BOOT ALLOWANCE	\$150.00	20324100-54100	SUPPLIES	\$150.00
				Vendor Total:		\$150.00
DEEP VALLEY SECURITY	354080	SECURITY UPGRADE & MONITORING/	\$120.00	10022700-52180	SECURITY SERVICES	\$120.00
				Vendor Total:		\$120.00
DJ KEN STEELY ENTERTAINMENT	DV110819	PUMPKINFEST 2019 ENTERTAINMENT	\$2,380.00	90000000-23219	PUMPKINFEST	\$2,380.00
				Vendor Total:		\$2,380.00
EFAX CORPORATE	1335846	EFAX SERVICES	\$150.40	10012200-52100	CONTRACTUAL SERVICES	\$150.40
				Vendor Total:		\$150.40
ELIZABETH HAVRILLA	4420	PARTY RENTAL SUPPLIES - EMPLOYEE BREAKFAST	\$80.00	73022600-52100	CONTRACTUAL SERVICES	\$80.00
				Vendor Total:		\$80.00
EPIC AVIATION LLC	7261579	JET-A FUEL	\$18,089.39	77725200-58401	AVIATION FUEL	\$18,089.39
	7260303	JET-A FUEL	\$18,881.99	77725200-58401	AVIATION FUEL	\$18,881.99
	7260702	JET-A FUEL	\$20,027.28	77725200-58401	AVIATION FUEL	\$20,027.28
			Vendor Total:		\$56,998.66	
EUREKA OXYGEN CO	454633	WELDING EQUIPMENT AND SUPPLIES	\$69.00	20822500-56300	BUILDING MAINT. & REPAIR	\$69.00
	454572	WELDING EQUIPMENT AND SUPPLIES	\$190.47	31122000-56300	BUILDING MAINT. & REPAIR	\$190.47
	DM00805620	WELDING EQUIPMENT AND SUPPLIES	\$20.30	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$10.15
				91721400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$10.15
	DM00804618	WELDING EQUIPMENT AND SUPPLIES	\$20.81	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$10.40

List of Checks Presented for Approval on 11/22/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
EUREKA OXYGEN CO	DM00804618	WELDING EQUIPMENT AND SUPPLIES	\$20.81	91721400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$10.41
	DM00806624	WELDING EQUIPMENT AND SUPPLIES	\$20.81	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$10.40
				91721400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$10.41
	454443	WELDING EQUIPMENT AND SUPPLIES	\$44.50	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$22.25
				91721400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$22.25
	U168513	WELDING EQUIPMENT AND SUPPLIES	\$91.83	10020210-56130	EXTERNAL SERVICES	\$91.83
	U168874	WELDING EQUIPMENT AND SUPPLIES	\$150.65	20324100-58510	REIMBURSABLE JOBS	\$150.65
	454596	WELDING EQUIPMENT AND SUPPLIES	\$469.50	10022100-54100	SUPPLIES	\$469.50
Vendor Total:						\$1,077.87
FBI-NAA CALIF-SACRAMENTO DIV	DV100419-1	REGISTRATION- C CROOK	\$495.00	10020210-57100	LEARNING AND DEVELOPMENT	\$495.00
	DV100119-2	REGISTRATION- J WYATT	\$495.00	10020210-57100	LEARNING AND DEVELOPMENT	\$495.00
	DV100119	REGISTRATION- S KAESER	\$495.00	10020210-57100	LEARNING AND DEVELOPMENT	\$495.00
Vendor Total:						\$1,485.00
FREIGHTQUOTE, COM INC	6107824288	FLAT RATE / FLATBED TRUCK TO H	\$1,581.64	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,581.64
Vendor Total:						\$1,581.64
FRESNO CITY COLLEGE	DV111819	REGISTRATION - L BUTTGENBACH	\$500.00	10020210-57100	LEARNING AND DEVELOPMENT	\$500.00
Vendor Total:						\$500.00
GABRIEL QUINONEZ	DV111919	REIMBURSEMENT- T3 CERTIFICATE RENEWAL	\$90.00	82027111-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$90.00
Vendor Total:						\$90.00
GCR TIRES & SERVICES	851-47764	TIRES, TUBES, REPAIRS & LABOR	\$107.62	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$107.62
	851-47909	TIRES, TUBES, REPAIRS & LABOR	\$340.87	10020210-56130	EXTERNAL SERVICES	\$340.87
	851-47940	TIRES, TUBES, REPAIRS & LABOR	\$184.11	10022100-56130	EXTERNAL SERVICES	\$184.11
	851-47712	TIRES, TUBES, REPAIRS & LABOR	\$675.38	10022100-56130	EXTERNAL SERVICES	\$675.38
	851-47928	TIRES, TUBES, REPAIRS & LABOR	\$22.16	10023100-56130	EXTERNAL SERVICES	\$22.16
	851-47688	TIRES, TUBES, REPAIRS & LABOR	\$711.47	10024620-56130	EXTERNAL SERVICES	\$711.47
	851-47689	TIRES, TUBES, REPAIRS & LABOR	\$711.47	10024620-56130	EXTERNAL SERVICES	\$711.47

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GCR TIRES & SERVICES	851-47774	TIRES, TUBES, REPAIRS & LABOR	\$777.21	80026110-56130	EXTERNAL SERVICES	\$777.21
	851-47950	TIRES, TUBES, REPAIRS & LABOR	\$22.16	84027225-56130	EXTERNAL SERVICES	\$22.16
	Vendor Total:					\$3,552.45
GENERAL SERVICES AGENCY	AUG 19	SPANISH MTN SUBLEASE MO RENT-N	\$50.00	20620231-52100	CONTRACTUAL SERVICES	\$50.00
	NOV 19	SPANISH MTN SUBLEASE MO RENT-N	\$50.00	20620231-52100	CONTRACTUAL SERVICES	\$50.00
	OCT 19	SPANISH MTN SUBLEASE MO RENT-N	\$50.00	20620231-52100	CONTRACTUAL SERVICES	\$50.00
	SEPT 19	SPANISH MTN SUBLEASE MO RENT-N	\$50.00	20620231-52100	CONTRACTUAL SERVICES	\$50.00
	Vendor Total:					\$200.00
GHILOTTI CONSTRUCTION COMPANY INC	RET 1718138	CONTRACT 1718138 RETAINAGE 3/1/18 TO 11/18/19	\$1,595,783.84	12000000-20150	AP CONTRACT RETAINAGE	\$62.54
				12000000-20150	AP CONTRACT RETAINAGE	\$406.90
				12000000-20150	AP CONTRACT RETAINAGE	\$3,600.80
				12000000-20150	AP CONTRACT RETAINAGE	\$6,394.89
				12000000-20150	AP CONTRACT RETAINAGE	\$7,993.50
				12000000-20150	AP CONTRACT RETAINAGE	\$57,807.94
				82200000-20150	AP CONTRACT RETAINAGE	\$326.67
				82200000-20150	AP CONTRACT RETAINAGE	\$1,314.42
				82200000-20150	AP CONTRACT RETAINAGE	\$1,517.24
				82200000-20150	AP CONTRACT RETAINAGE	\$2,005.30
				82200000-20150	AP CONTRACT RETAINAGE	\$2,617.50
				82200000-20150	AP CONTRACT RETAINAGE	\$39,060.27
				83000000-20150	AP CONTRACT RETAINAGE	\$0.05
				83000000-20150	AP CONTRACT RETAINAGE	\$174.69
				83000000-20150	AP CONTRACT RETAINAGE	\$250.00
				83000000-20150	AP CONTRACT RETAINAGE	\$250.00
				83000000-20150	AP CONTRACT RETAINAGE	\$343.90
				83000000-20150	AP CONTRACT RETAINAGE	\$599.16
				83000000-20150	AP CONTRACT RETAINAGE	\$634.21
				83000000-20150	AP CONTRACT RETAINAGE	\$958.85

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GHILOTTI CONSTRUCTION COMPANY INC	RET 1718138	CONTRACT 1718138 RETAINAGE 3/1/18 TO 11/18/19	\$1,595,783.84	83000000-20150	AP CONTRACT RETAINAGE	\$963.88
				83000000-20150	AP CONTRACT RETAINAGE	\$1,427.17
				83000000-20150	AP CONTRACT RETAINAGE	\$1,905.95
				83000000-20150	AP CONTRACT RETAINAGE	\$2,643.82
				83000000-20150	AP CONTRACT RETAINAGE	\$4,866.31
				83000000-20150	AP CONTRACT RETAINAGE	\$5,006.86
				83000000-20150	AP CONTRACT RETAINAGE	\$6,929.00
				83000000-20150	AP CONTRACT RETAINAGE	\$7,770.23
				83000000-20150	AP CONTRACT RETAINAGE	\$9,744.73
				83000000-20150	AP CONTRACT RETAINAGE	\$14,799.55
				83000000-20150	AP CONTRACT RETAINAGE	\$15,246.43
				83000000-20150	AP CONTRACT RETAINAGE	\$18,352.58
				83000000-20150	AP CONTRACT RETAINAGE	\$27,119.52
				83000000-20150	AP CONTRACT RETAINAGE	\$28,827.59
				83000000-20150	AP CONTRACT RETAINAGE	\$28,970.34
				83000000-20150	AP CONTRACT RETAINAGE	\$46,481.42
				83000000-20150	AP CONTRACT RETAINAGE	\$46,672.67
				83000000-20150	AP CONTRACT RETAINAGE	\$47,505.66
				83000000-20150	AP CONTRACT RETAINAGE	\$51,010.71
				83000000-20150	AP CONTRACT RETAINAGE	\$54,078.40
				83000000-20150	AP CONTRACT RETAINAGE	\$54,811.51
				83000000-20150	AP CONTRACT RETAINAGE	\$62,403.00
				83000000-20150	AP CONTRACT RETAINAGE	\$63,220.72
				83000000-20150	AP CONTRACT RETAINAGE	\$69,189.06
				83000000-20150	AP CONTRACT RETAINAGE	\$84,835.07
				83000000-20150	AP CONTRACT RETAINAGE	\$142,596.66
				83000000-20150	AP CONTRACT RETAINAGE	\$251,326.04
				83000000-20150	AP CONTRACT RETAINAGE	\$285,126.21
				84000000-20150	AP CONTRACT RETAINAGE	\$326.67

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GHILOTTI CONSTRUCTION COMPANY INC	RET 1718138	CONTRACT 1718138 RETAINAGE 3/1/18 TO 11/18/19	\$1,595,783.84	84400000-20150	AP CONTRACT RETAINAGE	\$109.44
				84400000-20150	AP CONTRACT RETAINAGE	\$1,129.56
				94424424-44835	REIMBURSEMENTS	\$4,159.10
				94424424-44835	REIMBURSEMENTS	\$4,260.63
				94424424-44835	REIMBURSEMENTS	\$9,493.72
				94424424-44835	REIMBURSEMENTS	\$16,154.80
				Vendor Total:		
GRANICUS INC	13999	SOFTWARE & SERVICES AGREEMENT	(\$453.29)	10012500-54320	SOFTWARE	(\$453.29)
	117251	SOFTWARE & SERVICES AGREEMENT	\$206.00	10012500-54320	SOFTWARE	\$206.00
	106039	SOFTWARE & SERVICES AGREEMENT	\$3,618.41	10012500-54320	SOFTWARE	\$3,618.41
	Vendor Total:			\$3,371.12		
GRANT MANAGEMENT USA	2571286-114491025	REGISTRATION- P MATHIAS	\$595.00	10020210-57100	LEARNING AND DEVELOPMENT	\$595.00
Vendor Total:			\$595.00			
HAROLD J LANCE JR	OCT 19	LEGAL SERVICES	\$92.50	91521400-52150	LEGAL SERVICES/ EXPENSES	\$92.50
Vendor Total:			\$92.50			
HERC RENTALS INC	30799351-004	WATER TRUCK 2000 GALLON DSL -	\$2,764.33	20824300-52100	CONTRACTUAL SERVICES	\$921.44
				82027111-52100	CONTRACTUAL SERVICES	\$921.45
				84027221-52100	CONTRACTUAL SERVICES	\$921.44
				Vendor Total:		
HUMAN PERFORMANCE TRAINING INSTITUTE, INC.	01292020	REGISTRATION- A PHILLIPS	\$350.00	10020210-57100	LEARNING AND DEVELOPMENT	\$350.00
Vendor Total:			\$350.00			
INERTIA ENGINEERING INC	33816	(SW-MF-1) #L16SLSUG1423 LineBO	\$14,832.62	80000000-12104	INVENTORY - PURCHASES	\$14,832.62
Vendor Total:			\$14,832.62			
INFOSEND INC	162543	PUMPKIN FEST 2019 INSERT	\$1,002.50	80626450-52139	RESEARCH DEVELOPMENT & DEMO	\$1,002.50
Vendor Total:			\$1,002.50			
INTEGRITY SHRED	99597	SHREDDING SERVICES	\$57.00	10020210-54100	SUPPLIES	\$28.50

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
INTEGRITY SHRED	99597	SHREDDING SERVICES	\$57.00	20620231-54100	SUPPLIES	\$28.50
					Vendor Total:	\$57.00
INTERSTATE BATTERIES	380039482	BATTERIES	\$128.67	84027221-56130	EXTERNAL SERVICES	\$128.67
					Vendor Total:	\$128.67
IWORQ SYSTEMS INC	191650	IWORQ PUBLIC WORKS APPLICATION	\$19,000.00	10024224-54320	SOFTWARE	\$2,000.00
				10024620-54320	SOFTWARE	\$4,000.00
				20324100-54320	SOFTWARE	\$2,000.00
				82027114-54320	SOFTWARE	\$6,250.00
				84027221-54320	SOFTWARE	\$3,250.00
				84027225-54320	SOFTWARE	\$1,500.00
					Vendor Total:	\$19,000.00
J & M LOCK	50041	DUPLICATE KEYS, REPAIRS & MISC	\$87.33	73022600-56300	BUILDING MAINT. & REPAIR	\$87.33
	50050	DUPLICATE KEYS, REPAIRS & MISC	\$147.50	73022600-56300	BUILDING MAINT. & REPAIR	\$147.50
	50040	DUPLICATE KEYS, REPAIRS & MISC	\$14.15	10022100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$14.15
	50039	DUPLICATE KEYS, REPAIRS & MISC	\$31.57	73022600-56120	EQUIPMENT MAINTENANCE & REPAIR	\$31.57
	50060	DUPLICATE KEYS, REPAIRS & MISC	\$85.00	10022100-54100	SUPPLIES	\$85.00
	50033	DUPLICATE KEYS, REPAIRS & MISC	\$412.54	10022100-54100	SUPPLIES	\$412.54
					Vendor Total:	\$778.09
JIM THOMSEN	TR 11/12/19	TRAVEL REIMBURSEMENT	\$45.00	10022100-57100	LEARNING AND DEVELOPMENT	\$45.00
					Vendor Total:	\$45.00
KAREN POPLAWSKI	DV101519	INSTRUCTOR	\$217.00	10022850-52100	CONTRACTUAL SERVICES	\$217.00
					Vendor Total:	\$217.00
KERRY RANDALL	DV111819	REIMBURSEMENT-CATERING ORDER	\$165.21	73022600-54100	SUPPLIES	\$165.21
					Vendor Total:	\$165.21
KEVIN JENNINGS	135581/1	REIMBURSEMENT-PAINT	\$172.59	10021210-56300	BUILDING MAINT. & REPAIR	\$86.30
				91721400-56300	BUILDING MAINT. & REPAIR	\$86.29
					Vendor Total:	\$172.59
KEVIN MURRAY	TA 12/3-6/19	TRAVEL ADVANCE	\$693.94	10020210-57100	LEARNING AND DEVELOPMENT	\$693.94
					Vendor Total:	\$693.94

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
KRISTIN MAUREEN GILMORE	20191102	CATERING SERVICES	\$930.00	73022600-54100	SUPPLIES	\$930.00
	20191101	CATERING SERVICES	\$1,550.00	73022600-54100	SUPPLIES	\$1,550.00
	20191118	CATERING SERVICES - ALL EMPLOYEE BREAKFAST	\$2,537.50	73022600-54100	SUPPLIES	\$2,537.50
					Vendor Total:	\$5,017.50
LAURA BUTTGEBACH	TA 11/21-22/19	TRAVEL ADVANCE	\$190.07	10020210-57100	LEARNING AND DEVELOPMENT	\$190.07
					Vendor Total:	\$190.07
LIEBERT CASSIDY WHITMORE	1487022	LEGAL SERVICES - PERSONNEL	\$910.00	10016100-52100	CONTRACTUAL SERVICES	\$910.00
	1487021	LEGAL SERVICES - PERSONNEL	\$3,431.00	10016100-52100	CONTRACTUAL SERVICES	\$3,431.00
					Vendor Total:	\$4,341.00
LORA SMITH	12/4/19	TRAVEL ADVANCE	\$88.08	10013401-57100	LEARNING AND DEVELOPMENT	\$88.08
					Vendor Total:	\$88.08
LORELEI SCOTT	6858	22" X 132" BANNER WITH CUSTOM	\$1,462.32	90000000-23226	CONCERT SERIES	\$1,462.32
	6857	24" X 144" BANNERS	\$1,194.18	90000000-23235	MOVIES IN THE PLAZA	\$1,194.18
					Vendor Total:	\$2,656.50
LYMAN GROUP, INC, THE	5236367	COPPER SULF, BURLAP BAGS, GLOVES AND GOGGLES	\$926.23	82027111-58202	CHEMICALS	\$926.23
	5235991	PROPANE	\$58.77	10024620-56210	FUEL & FLUIDS	\$58.77
	5236007	PROPANE	\$10.97	20824300-56210	FUEL & FLUIDS	\$10.97
	5236353	PROPANE	\$15.94	84027225-56210	FUEL & FLUIDS	\$15.94
	5236329	PROPANE	\$29.00	10024620-54120	PW - SPECIAL SUPPLIES	\$29.00
					Vendor Total:	\$1,040.91
MARIANNE DAVISON	TR 10/10/19	TRAVEL REIMBURSEMENT	\$159.04	10022810-57100	LEARNING AND DEVELOPMENT	\$159.04
					Vendor Total:	\$159.04
MARK CLEMENTI PHD	11-01-19	PRE-EMPLOYMENT PSYCH EVALUATION	\$685.00	10020210-54161	BACKGROUND & PHYSICALS	\$685.00
					Vendor Total:	\$685.00
MAYA SIMERSON	DV101919	REIMBURSEMENT-RECYCLED WATER DEDICATION SNACKS	\$217.49	83027330-57100	LEARNING AND DEVELOPMENT	\$217.49
					Vendor Total:	\$217.49
MENDO MILL & LUMBER CO	141529/1	BALLCOCK ADJ	\$7.28	10021210-54100	SUPPLIES	\$3.64
				91521400-54100	SUPPLIES	\$3.64

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MENDO MILL & LUMBER CO	140353/1	FASTENERS AND COMM SWITCH	\$10.98	10021210-54100	SUPPLIES	\$5.49
				91521400-54100	SUPPLIES	\$5.49
	141916/1	NOZZLE, SOLENOID AND RISER	\$31.93	10021210-54100	SUPPLIES	\$15.97
				91521400-54100	SUPPLIES	\$15.96
	141567/1	BBQ PELLETS	\$35.18	10021210-54100	SUPPLIES	\$17.59
				91521400-54100	SUPPLIES	\$17.59
	141454/1	COOLER	\$269.68	10021210-54100	SUPPLIES	\$134.84
				91521400-54100	SUPPLIES	\$134.84
	Vendor Total:					\$355.05
MILLVIEW COUNTY WATER DISTRICT	UVFD OCT 19	WATER SERVICES - LOVERS LANE	\$61.85	10021210-55210	UTILITIES	\$30.92
				91521400-55210	UTILITIES	\$30.93
				Vendor Total:		
NATIONAL NOTARY ASSOCIATION	DV111919	RENEWAL - L LIMBIRD	\$33.00	82027111-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$16.50
				84027220-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$16.50
				Vendor Total:		
NHA ADVISORS LLC	00243	2018 CONTINUING DISCLOSURE & C	\$6,750.00	82013400-52100	CONTRACTUAL SERVICES	\$2,000.00
				84113400-52100	CONTRACTUAL SERVICES	\$1,750.00
				96917200-52100	CONTRACTUAL SERVICES	\$3,000.00
				Vendor Total:		
OFFICE DEPOT	385700493001	SHIPPING LABELS	\$48.04	10012500-54100	SUPPLIES	\$48.04
	390825440001	CALENDARS, DESKPAD	\$259.04	10012500-54100	SUPPLIES	\$259.04
	385700806001	CARTRIDGE	\$267.56	10012500-54100	SUPPLIES	\$267.56
	388016170001	HIGHLIGHTERS	\$6.31	10020210-54100	SUPPLIES	\$6.31
	388016171001	MARKERS	\$26.11	10020210-54100	SUPPLIES	\$26.11
	395851789001	CARTRIDGES, COPY PAPER	\$83.82	10020210-54100	SUPPLIES	\$83.82
	388009880001	TONERS, INVISIBLE TAPE	\$282.52	10020210-54100	SUPPLIES	\$282.52
	393597921001	TONERS	\$168.23	10022100-54100	SUPPLIES	\$168.23
	387402744001	MEMO BOOK	\$34.88	80026400-54100	SUPPLIES	\$34.88
	392791933001	EASY TOUCH PEN	\$45.47	80026400-54100	SUPPLIES	\$45.47

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OFFICE DEPOT	384855751001	DESK PAD, FILES	\$47.28	80026400-54100	SUPPLIES	\$47.28
	388653971001	BATTERIES	\$111.58	80026400-54100	SUPPLIES	\$111.58
Vendor Total:						\$1,380.84
ONE TIME PAY VENDOR	105541-7	ENERGY REBARE - SAMIA WHITMARSH	\$100.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$100.00
	121361-0	ENERGY REBATE- LEE RODRIGUES	\$1,000.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$1,000.00
	DV111319 1	GRACE HUDSON MUSEUM DEPOSIT - DORINA ESPINOZA	\$200.00	10022700-46530	MUSEUM MEETING RENTALS	\$200.00
	DV111319	GRACE HUDSON MUSEUM DEPOSIT - CORINNE JONES	\$200.00	10022700-46530	MUSEUM MEETING RENTALS	\$200.00
	0015824	RECREATION REFUND - YOLANDA LUQUE	\$59.50	10022831-44915	RECREATION PROGRAM INCOME	\$59.50
	DV111219-1	RECREATION REFUND - AMY GROOMS	\$59.50	10022831-44915	RECREATION PROGRAM INCOME	\$59.50
	DV111219-3	RECREATION REFUND - BO CHIAN	\$59.50	10022831-44915	RECREATION PROGRAM INCOME	\$59.50
	DV111919	RECREATION REFUND - SONNY ELLIOT	\$72.75	10022831-44915	RECREATION PROGRAM INCOME	\$72.75
	115698-3	UTILITY REFUND - DEVI YOGA	\$41.58	90100000-10421	UTILITY RECEIVABLES CLEARING	\$41.58
	DV111219	UTILITY REFUND - RCHDC PROPERTY MANAGEMENT	\$131.00	90100000-10421	UTILITY RECEIVABLES CLEARING	\$131.00
Vendor Total:						\$1,923.83
ONESOURCE DISTRIBUTORS LLC	S6279057 001	INSULATED CONNECTOR	\$966.68	80000000-12104	INVENTORY - PURCHASES	\$966.68
	S6287264 001	(BR-178) EXTENSION BRACKET - K	\$1,898.78	80000000-12104	INVENTORY - PURCHASES	\$1,898.78
	S6262895 003	(B-154) BRACE, CROSSARM, 36, M	\$2,026.89	80000000-12104	INVENTORY - PURCHASES	\$2,026.89
	S6277390 002	(B-154) BRACE, CROSSARM 36"	\$2,384.58	80000000-12104	INVENTORY - PURCHASES	\$2,384.58
	S6277390 001	(B-154) BRACE, CROSSARM 36"	\$4,429.63	80000000-12104	INVENTORY - PURCHASES	\$4,429.63
	S6264846 003	SQUARE FLAT WASHER 4" X 4" X 1	\$37.02	80026110-54100	SUPPLIES	\$37.02
	S6259300 001	CLAMP, RIGID STEEL CONDUIT	\$151.99	80026110-54100	SUPPLIES	\$151.99
	S6264846 002	SQUARE FLAT WASHER 4" X 4" X 1	\$259.12	80026110-54100	SUPPLIES	\$259.12
	S6264846 004	SQUARE FLAT WASHER 4" X 4" X 1	\$259.12	80026110-54100	SUPPLIES	\$259.12
Vendor Total:						\$12,413.81

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONLINE INFORMATION SRVS INC	961569	UTILITY EXCHANGE REPORTING FY	\$213.60	20513300-52100	CONTRACTUAL SERVICES	\$213.60
					Vendor Total:	\$213.60
PACE SUPPLY CORPORATION	025670180	GRUNDFOS CR8-80 STACK REPAIR K	\$1,432.53	70024500-54100	SUPPLIES	(\$26.88)
				70024500-54100	SUPPLIES	\$1,459.41
					Vendor Total:	\$1,432.53
PAMELA MATHIAS	TA 12/4-6/19	TRAVEL ADVANCE	\$401.18	10020210-57100	LEARNING AND DEVELOPMENT	\$401.18
					Vendor Total:	\$401.18
PAYMENTUS GROUP INC	US19100568	CREDIT CARD PROCESSING SERVICE	\$4,027.38	20513300-52100	CONTRACTUAL SERVICES	\$4,027.38
					Vendor Total:	\$4,027.38
PG&E CO	7075-1 OCT 19	PACIFIC GAS & ELECTRIC	\$23.04	10022100-55210	UTILITIES	\$23.04
					Vendor Total:	\$23.04
R EMMETT JONES	110419	MANAGEMENT ADVISORY SERVICES	\$187.50	10012100-52100	CONTRACTUAL SERVICES	\$187.50
					Vendor Total:	\$187.50
RAUL RAMOS	TR 11/12/19	TRAVEL REIMBURSEMENT	\$45.00	10022100-57100	LEARNING AND DEVELOPMENT	\$45.00
					Vendor Total:	\$45.00
REBECCA SCHWENGER	191122-RS	ADV DISABILITY PENSION PMT	\$2,766.08	90000000-10410	ACCOUNTS RECEIVABLE	\$1,383.04
				90000000-10410	ACCOUNTS RECEIVABLE	\$1,383.04
					Vendor Total:	\$2,766.08
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	19-12 HEALTHCOMP	DEC 19 REMIF MEDICAL, DENTAL &	\$250,479.68	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$436.80
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,176.48
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$12,869.00
				20700000-20520	P/R DEDUCT.-MEDICAL INS	\$214,451.00
				20700000-20510	REMIF DENTAL	\$17,325.00
				20700000-20511	REMIF VISION	\$3,221.40

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	INV-002565	PROPERTY & FLOOD INCREASED DEDUCTIBLES FY 19/20	\$69,369.00	20216200-52524	PROPERTY INSURANCE PREMIUM	\$26,390.00
				20216200-52524	PROPERTY INSURANCE PREMIUM	\$42,979.00
				Vendor Total:		\$319,848.68
REOA LTD	1468	OFFICIATING OF ADULT SOFTBALL	\$4,844.00	10022822-52100	CONTRACTUAL SERVICES	\$4,844.00
				Vendor Total:		\$4,844.00
REXEL USA INC	X390522	EL DORADO PUMP STATION SUPPLIES	\$447.30	84027221-56120	EQUIPMENT MAINTENANCE & REPAIR	\$447.30
	X418713	FUSE ADAPTER	\$979.31	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$979.31
	X382834	CONNECTOR	\$980.15	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$980.15
				Vendor Total:		\$2,406.76
RICHARD ANDERSON	2019-1101-1	AGREEMENT FOR PROF.SVC'S FOR W	\$3,750.00	20913900-52100	CONTRACTUAL SERVICES	\$3,750.00
				Vendor Total:		\$3,750.00
ROB GIBSON	TR 11/12/19	TRAVEL REIMBURSEMENT	\$45.00	10022100-57100	LEARNING AND DEVELOPMENT	\$45.00
				Vendor Total:		\$45.00
SAFEWAY INC	STMT OCT 19	MISC. PURCHASES AS NEEDED	\$742.67	82027114-57100	LEARNING AND DEVELOPMENT	\$18.66
				90000000-23219	PUMPKINFEST	\$35.24
				90000000-23219	PUMPKINFEST	\$275.65
				10022810-54100	SUPPLIES	\$28.98
				73022600-54100	SUPPLIES	\$13.98
				73022600-54100	SUPPLIES	\$79.45
				73022600-54100	SUPPLIES	\$93.87
				73022600-54100	SUPPLIES	\$196.84
				Vendor Total:		\$742.67
SAUL PEREZ	TA 12/2-4/19	TRAVEL ADVANCE	\$45.00	10020210-57100	LEARNING AND DEVELOPMENT	\$45.00
				Vendor Total:		\$45.00
SOLID WASTES SYSTEMS INC	415005	MISC. DUMP FEES	\$75.21	10022100-59400	OTHER EXPENSES	\$29.61

List of Checks Presented for Approval on 11/22/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SOLID WASTES SYSTEMS INC	415005	MISC. DUMP FEES	\$75.21	10024620-54120	PW - SPECIAL SUPPLIES	\$45.60
					Vendor Total:	\$75.21
SOUTHWIRE C/O YOUNG & COMPANY	93260098	(C-818) COND, CU #6 SOL SD (31	\$1,552.47	80000000-12104	INVENTORY - PURCHASES	\$1,552.47
					Vendor Total:	\$1,552.47
STAPLES CREDIT PLAN	7300859377-0	TAPE, STICKIES, NOTEPADS	\$26.06	10012200-54100	SUPPLIES	\$26.06
	7301269496-0	BAMBO MAT	\$133.95	10013401-54100	SUPPLIES	\$133.95
	7301269496-0	HYKEN CHAIR	\$174.62	10013401-54100	SUPPLIES	\$174.62
	7301195801-0	REPORT COVERS, CARTRIDGE	\$184.90	10013401-54100	SUPPLIES	\$22.85
				10013401-54100	SUPPLIES	\$81.02
				10013402-54100	SUPPLIES	\$81.03
	178674784-0-1	BRIGHTON PINK LOTION SOAP REFI	\$1,550.36	10022700-54100	SUPPLIES	\$191.22
				20822500-54100	SUPPLIES	\$1,359.14
	7301291216-0	FLASH MEMORY CARD	\$41.35	10022810-54100	SUPPLIES	\$41.35
	7300866783-0	BOND PAPER	\$77.63	10022810-54100	SUPPLIES	\$77.63
	7300839582-0	CARTRIDGES	\$211.61	10022810-54100	SUPPLIES	\$211.61
	7300859377-0	DESK SIGN	\$15.59	20413500-54100	SUPPLIES	\$15.59
					Vendor Total:	\$2,416.07
SUMMIT SAFETY LLC	250878A	MLK-1195 ULTRA COOL MESH 6 POC	\$1,498.67	82027114-54100	SUPPLIES	\$749.33
				84027221-54100	SUPPLIES	\$749.34
					Vendor Total:	\$1,498.67
TRANSENE COMPANY INC	175058	ACETATE BUFFER SOLUTION	\$1,082.87	84027225-54103	LAB SUPPLIES	\$1,082.87
					Vendor Total:	\$1,082.87
TYLER TECHNOLOGIES INC	045-280230	TYLER MUNIS MAINTENANCE AGREEMENT	\$60,448.19	20913900-54320	SOFTWARE	\$60,448.19
					Vendor Total:	\$60,448.19
UKIAH VALLEY ASSOCIATION FOR HABILITATION INC	IN22512	JANITORIAL SERVICES - WWTP	\$800.00	84027225-52100	CONTRACTUAL SERVICES	\$800.00
					Vendor Total:	\$800.00
UKIAH WASTE SOLUTIONS INC	414879	BIOSOLID REMOVAL	\$9,718.28	84027225-52100	CONTRACTUAL SERVICES	\$9,718.28
					Vendor Total:	\$9,718.28

List of Checks Presented for Approval on 11/22/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
US BANK CORPORATE PAYMENT SERVICES	OCT 19	CAL CARD PURCHASES	\$1,977.06	10021210-52100	CONTRACTUAL SERVICES	\$15.05
				91521400-52100	CONTRACTUAL SERVICES	\$15.06
				10021210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$142.50
				91521400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$142.50
				10021210-54100	SUPPLIES	\$830.97
				91521400-54100	SUPPLIES	\$830.98
				Vendor Total:		\$1,977.06
US CELLULAR	0340215394	CELL PHONES	\$348.55	10024620-55100	TELEPHONE	\$39.89
				80026400-55100	TELEPHONE	\$20.39
				80026400-55100	TELEPHONE	\$68.76
				82027110-55100	TELEPHONE	\$13.31
				82027111-55100	TELEPHONE	\$89.26
				84027221-55100	TELEPHONE	\$13.31
				84027225-55100	TELEPHONE	\$103.63
Vendor Total:		\$348.55				
VISION METERING LLC	185842	PP-AB-ALPHA-A1D+-FM9S, ABB ALP	\$5,700.00	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$26.74)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$6.69)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$26.75)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$26.75)
				90000000-23013	STATE USE TAX LIABILITY	(\$387.88)
				80026200-54100	SUPPLIES	\$474.81
				80026200-54100	SUPPLIES	\$5,700.00
Vendor Total:		\$5,700.00				
WASTE MANAGEMENT	2781472-2561-1	GARAGE SERVICES	\$59.50	10021210-55210	UTILITIES	\$29.75
				91521400-55210	UTILITIES	\$29.75
Vendor Total:		\$59.50				

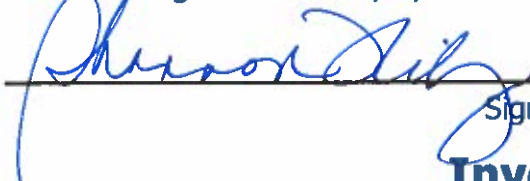
List of Checks Presented for Approval on 11/22/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WITMER PUBLIC SAFETY GROUP	E1893868	FIRE CLOTHING	\$1,000.81	25321210-54106	SPECIALTY SUPPLIES	\$500.40
				91621400-54106	SPECIALTY SUPPLIES	\$500.41
				Vendor Total:		\$1,000.81
XEROX CORP	098585857	COPIER LEASE-SEE ADD'L DESCRIP	\$171.15	10022700-52100	CONTRACTUAL SERVICES	\$171.15
	098585856	COPIER LEASE-SEE ADD'L DESCRIP	\$309.52	73022600-52100	CONTRACTUAL SERVICES	\$309.52
	098585852	COPIER LEASE-SEE ADD'L DESCRIP	\$535.64	10012200-54500	EQUIP RENTS AND LEASES	\$535.64
	098585853	XEROX CB070H COPIER LEASE	\$976.67	10012200-54500	EQUIP RENTS AND LEASES	\$976.67
	098585858	COPIER LEASE-SEE ADD'L DESCRIP	\$1,009.14	10012200-54500	EQUIP RENTS AND LEASES	\$1,009.14
	098585855	COPIER LEASE-SEE ADD'L DESCRIP	\$259.95	10020210-54500	EQUIP RENTS AND LEASES	\$181.97
				20620231-54500	EQUIP RENTS AND LEASES	\$51.99
				64020213-54500	EQUIP RENTS AND LEASES	\$25.99
	098585854	COPIER LEASE-SEE ADD'L DESCRIP	\$471.38	10020210-54500	EQUIP RENTS AND LEASES	\$329.97
				20620231-54500	EQUIP RENTS AND LEASES	\$94.28
				64020213-54500	EQUIP RENTS AND LEASES	\$47.13
	Vendor Total:					\$3,733.45
INVOICE TOTAL:					\$2,190,159.43	

List of Checks Presented for Approval on 11/27/2019

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



Signature



CR 11/27

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	9103452-UKIAHLF	WELL MONITORING AT UKIAH LANDF	\$899.00	70024500-52100	CONTRACTUAL SERVICES	\$899.00
	9104239-UKIAHLF	WELL MONITORING AT UKIAH LANDF	\$4,486.95	70024500-52100	CONTRACTUAL SERVICES	\$4,486.95
	9103832-UKIAHLF	WELL MONITORING AT UKIAH LANDF	\$5,811.95	70024500-52100	CONTRACTUAL SERVICES	\$5,811.95
	9103050-UKIAHLF	WELL MONITORING AT UKIAH LANDF	\$7,443.95	70024500-52100	CONTRACTUAL SERVICES	\$7,443.95
	9101974-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$59.00	84027225-52100	CONTRACTUAL SERVICES	\$59.00
	9102789-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$59.00	84027225-52100	CONTRACTUAL SERVICES	\$59.00
	9103354-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$59.00	84027225-52100	CONTRACTUAL SERVICES	\$59.00
	9104160-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$59.00	84027225-52100	CONTRACTUAL SERVICES	\$59.00
	9104197-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$59.00	84027225-52100	CONTRACTUAL SERVICES	\$59.00
	9101197-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9101547-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9101561-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9101603-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9101699-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9101701-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9102007-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9102092-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9102340-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9102574-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9102595-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9102893-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9103176-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9103178-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9103183-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9103195-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00

List of Checks Presented for Approval on 11/27/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	9103364-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9103512-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9103523-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9103529-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9103530-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9103712-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9104030-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9104112-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9101495-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$85.00	84027225-52100	CONTRACTUAL SERVICES	\$85.00
	9102561-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$85.00	84027225-52100	CONTRACTUAL SERVICES	\$85.00
	9103363-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$85.00	84027225-52100	CONTRACTUAL SERVICES	\$85.00
	9104029-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$85.00	84027225-52100	CONTRACTUAL SERVICES	\$85.00
	9101886-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$118.00	84027225-52100	CONTRACTUAL SERVICES	\$118.00
	9102998-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$118.00	84027225-52100	CONTRACTUAL SERVICES	\$118.00
	9103604-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$118.00	84027225-52100	CONTRACTUAL SERVICES	\$118.00
	9104266-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$170.00	84027225-52100	CONTRACTUAL SERVICES	\$170.00
	9102516-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$261.00	84027225-52100	CONTRACTUAL SERVICES	\$261.00
	Vendor Total:					\$21,981.85
ALPINE AWARDS	5539739	PORT & CO PC61P T-SHIRT: 1 XL	\$1,237.42	10024620-54100	SUPPLIES	\$515.80
				82027114-54100	SUPPLIES	\$360.84
				84027221-54100	SUPPLIES	\$360.78
	Vendor Total:					\$1,237.42
AT&T	000013842831	TELEPHONE SERVICES	\$15.40	10021210-55100	TELEPHONE	\$7.70
				91521400-55100	TELEPHONE	\$7.70
	000013842830	TELEPHONE SERVICES	\$21.36	10021210-55100	TELEPHONE	\$10.68
				91521400-55100	TELEPHONE	\$10.68
	Vendor Total:					\$36.76
BUSINESS CARD	00849J	JOB ADVERTISING	\$49.00	10016100-54162	ADVERTISING	\$49.00
	R45152313	JOB ADVERTISING	\$159.00	10022700-54162	ADVERTISING	\$159.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	VS5FLPAEW2	FACEBOOK ADVERTISING	\$102.29	10012300-52510	ADVERTISING & PROMOTION	\$102.29
	368653993	PHOTOS FOR SUNDAY'S SPONSORS	\$25.69	90000000-23226	CONCERT SERIES	\$25.69
	438	CATERING DEPOSIT	\$500.00	10020210-52100	CONTRACTUAL SERVICES	\$500.00
	34929	RETIREMENT GIFT - D MCQUEARY	\$321.85	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.48)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.37)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.48)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.48)
				90000000-23013	STATE USE TAX LIABILITY	(\$21.39)
				10020210-54100	SUPPLIES	\$26.20
				10020210-54100	SUPPLIES	\$321.85
	9440	LINEMAN PROTECTIVE GEAR	\$336.23	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.68)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.42)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.68)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.68)
				90000000-23013	STATE USE TAX LIABILITY	(\$0.84)
				80026110-54100	SUPPLIES	\$6.30
				80026110-54100	SUPPLIES	\$336.23
	2517018	NIKON CAMERA	\$871.00	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$4.36)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.09)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$4.36)
				10020210-54202	MAJOR CRIME INVESTIGATIONS	\$77.32
				10020210-54202	MAJOR CRIME INVESTIGATIONS	\$871.00
				90000000-23028	MEASURE Y DISTRICT TAX	(\$4.36)
				90000000-23013	STATE USE TAX LIABILITY	(\$63.15)
	1892	LINEFINDER 2000 KIT, LINEFINDE	\$1,519.75	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$7.50)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.88)

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	1892	LINEFINDER 2000 KIT, LINEFINDE	\$1,519.75	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$7.50)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$7.50)
				90000000-23013	STATE USE TAX LIABILITY	(\$108.75)
				84027221-54100	SUPPLIES	\$19.75
				84027221-54100	SUPPLIES	\$133.13
				84027221-54100	SUPPLIES	\$1,500.00
	100535814	HOTDOG ROLLER	\$157.99	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.18)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.73)
				31422860-54100	SUPPLIES	\$0.91
				31422860-54100	SUPPLIES	\$157.99
	06204821P	CONCETRATION SENSOR	\$225.93	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.26)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.05)
				80026110-56130	EXTERNAL SERVICES	\$1.31
				80026110-56130	EXTERNAL SERVICES	\$225.93
	163413	TRANSFORMER BAGS	\$808.22	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.96)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.85)
				90000000-23013	STATE USE TAX LIABILITY	(\$55.83)
				80026120-54100	SUPPLIES	\$60.64
				80026120-54100	SUPPLIES	\$808.22
	103119	HALLOWEEN CONTEST LUNCHEON	\$239.98	10016100-54167	EMPLOYEE DEVELOPMENT	\$239.98
	61611718	NORTH STAR WHEEL KIT	\$1,763.84	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,763.84
	080p58073	CONCETRATION SENSOR	\$279.00	80026110-56130	EXTERNAL SERVICES	\$279.00
	17183 S1	GASKET CABINET	\$214.86	80126100-80230	INFRASTRUCTURE	\$214.86
	0821	LODGING - M MULHEREN	\$773.97	10010000-57100	LEARNING AND DEVELOPMENT	\$773.97
	091819	REGISTRATION - S SANGIACOMO	\$50.00	10012100-57100	LEARNING AND DEVELOPMENT	\$50.00
	WN1246	INFLIGHT WIFI - D BUFFALO	\$8.00	10013400-57100	LEARNING AND DEVELOPMENT	\$8.00

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	073378	BAGGAGE FEE - D BUFFALO	\$52.00	10013400-57100	LEARNING AND DEVELOPMENT	\$52.00
	7026043	AIRFARE - D BUFFALO	\$111.97	10013400-57100	LEARNING AND DEVELOPMENT	\$111.97
	VVGL3	REGISTRATION REFUND - T MITCHELL	(\$449.00)	10016100-57100	LEARNING AND DEVELOPMENT	(\$449.00)
	8498	WEBINAR - HR	\$75.00	10016100-57100	LEARNING AND DEVELOPMENT	\$75.00
	190D3S	LODGING - T MITCHELL	\$249.66	10016100-57100	LEARNING AND DEVELOPMENT	\$249.66
	60025	SLI TRAINING - PD	\$51.90	10020210-57100	LEARNING AND DEVELOPMENT	\$51.90
	41663984822	REGISTRATION - R PINTANE, I MADRIGAL, B CHAPMAN	\$285.00	10020210-57100	LEARNING AND DEVELOPMENT	\$285.00
	00137555	PARKING FEE - IT TRAINING	\$118.90	20913900-57100	LEARNING AND DEVELOPMENT	\$118.90
	4557279864	EVERNOTE ANNUAL PLAN	\$69.99	10013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$69.99
	53149244	LODGING - S GALLEGOS	\$204.80	10020210-54203	RECRUITMENT	\$204.80
	428287774	REPAIR KIT	\$95.32	80026110-54102	SMALL TOOLS	\$95.32
	8012241	DRILL KIT	\$455.62	80026110-54102	SMALL TOOLS	\$455.62
	S99553	BATTERY METER PIT PUMP	\$919.80	82027114-54102	SMALL TOOLS	\$919.80
	1098248144	ADOBE PHOTO LICENSE	\$239.76	10022700-54320	SOFTWARE	\$239.76
	SF-D 22982	QUICKBOOKS SOFTWARE	\$299.95	20413500-54320	SOFTWARE	\$299.95
	2314	BREKROOM SUPPLIES	\$5.97	10012200-54100	SUPPLIES	\$5.97
	T734122S	MAVIC PRO REPLACEMENT	\$79.00	10024210-54100	SUPPLIES	\$79.00
	929800515200	FINANCE BID WALKABOUT	\$22.70	20513300-54100	SUPPLIES	\$22.70
	1C01YZW	PLANTRONICS QUICK DISCONNECT MUTE	\$75.06	20620231-54100	SUPPLIES	\$75.06
	I00537779	HOTDOG ROLLER	\$169.90	31422860-54100	SUPPLIES	\$169.90
	S013025	AVIATION SERVICE FEE	\$50.00	77725200-54100	SUPPLIES	\$50.00
	FS3933257	SAFETY GLASSES	\$95.42	80026110-54100	SUPPLIES	\$95.42
	981162692	SUPERIOR GLOVES	\$229.50	80026110-54100	SUPPLIES	\$229.50
	18854497	COFFEE MUGS	\$707.12	83027330-54100	SUPPLIES	\$707.12
Vendor Total:						\$12,621.94

List of Checks Presented for Approval on 11/27/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CINTAS CORPORATION	5013954296	FIRST AID CABINET AND CLEANUP KITS	\$331.79	20324100-52100	CONTRACTUAL SERVICES	\$331.79
					Vendor Total:	\$331.79
CITY OF LIVERMORE	DV111819	REGISTRATION- R BREECE	\$100.00	10020210-57100	LEARNING AND DEVELOPMENT	\$100.00
					Vendor Total:	\$100.00
CITY SOURCED INC	INV-100955	CITY SOURCED MOBILE APP SUBSCR	\$3,600.00	20913900-54320	SOFTWARE	\$3,600.00
					Vendor Total:	\$3,600.00
COOPER COMPLIANCE CORPORATION	1991	COMPLIANCE & REPORTING SERVICE	\$500.00	80026400-52100	CONTRACTUAL SERVICES	\$500.00
					Vendor Total:	\$500.00
CPS HR CONSULTING	SOP50225	FIREFIGHTER EXAM	\$542.30	10016100-54163	INTERVIEW SUPPLIES	\$542.30
					Vendor Total:	\$542.30
DEPT OF MOTOR VEHICLES	Y526215	REGISTRATION FOR TEREX LINE TRUCK	\$5,730.00	80026120-80100	MACHINERY & EQUIPMENT	\$5,730.00
					Vendor Total:	\$5,730.00
EDDIE VEDOLLA JR	DV110519	INSTRUCTOR	\$168.00	10022850-52100	CONTRACTUAL SERVICES	\$168.00
					Vendor Total:	\$168.00
EFFICIENCY SERVICES GROUP LLC	2525	ADMIN OF EUD PUBLIC BENEFITS P	\$1,168.05	80626450-52139	RESEARCH DEVELOPMENT & DEMO	\$1,168.05
					Vendor Total:	\$1,168.05
FEDERAL EXPRESS	6-839-67900	SHIPPING SERVICES	\$322.39	10013400-54101	POSTAGE	\$80.92
				10020210-54101	POSTAGE	\$9.12
				10020210-54101	POSTAGE	\$21.15
				10020210-54101	POSTAGE	\$21.15
				10020210-54101	POSTAGE	\$29.95
				10023100-54101	POSTAGE	\$27.76
				84027225-54101	POSTAGE	\$57.36
				84027225-54101	POSTAGE	\$74.98
					Vendor Total:	\$322.39
FILETRAIL INC	2019-0917	HOSTED FILE MANAGMENT SYSTEM	\$593.00	10012500-54320	SOFTWARE	\$593.00
					Vendor Total:	\$593.00
FRED PRYOR SEMINARS	20-27399322	REGISTRATION - D MACIAS	\$199.00	20513300-57100	LEARNING AND DEVELOPMENT	\$199.00
	DV111419	REGISTRATION- M MICHAEL	\$149.00	84027225-57100	LEARNING AND DEVELOPMENT	\$149.00

List of Checks Presented for Approval on 11/27/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRED PRYOR SEMINARS	DV111719	REGISTRATION- R BARTON	\$149.00	84027225-57100	LEARNING AND DEVELOPMENT	\$149.00
	5341981	REGISTRATION - D TUBBS	\$199.00	84027225-54100	SUPPLIES	\$199.00
	5341972	REGISTRATION - R ANDERSON	\$199.00	84027225-54100	SUPPLIES	\$199.00
	5341974	REGISTRATION - R KRIKEN	\$199.00	84027225-54100	SUPPLIES	\$199.00
	5341959	REGISTRATION - A HODGE	\$378.00	84027225-54100	SUPPLIES	\$378.00
Vendor Total:						\$1,472.00
GAYNOR TELESYSTEMS INC	AGR2897 19/20	PAXTON CARDLOCK SYSTEM	\$1,393.70	20913900-54320	SOFTWARE	\$1,393.70
	AGR2896 19/20	PELCO CCTV SYSTEM	\$6,998.00	20913900-54320	SOFTWARE	\$6,998.00
Vendor Total:						\$8,391.70
GENERAL SERVICES AGENCY	DEC 19	SPANISH MTN SUBLEASE MO RENT	\$50.00	20620231-52100	CONTRACTUAL SERVICES	\$50.00
Vendor Total:						\$50.00
GINA GRECO	DV110919	INSTRUCTOR	\$140.00	10022850-52100	CONTRACTUAL SERVICES	\$140.00
Vendor Total:						\$140.00
GREATER UKIAH CHAMBER OF COMMERCE	DV091119.2	2019 ICE RINK	\$18,875.00	31422860-52100	CONTRACTUAL SERVICES	\$18,875.00
Vendor Total:						\$18,875.00
JUDY CHAN	DEC 19	DEC 19 RENT- MASON ST	\$1,435.00	10022100-52600	RENT	\$1,435.00
Vendor Total:						\$1,435.00
KIRK D FORD	DV112019	SEWER LATERAL REIMBURSEMENT	\$2,000.00	84427222-52100	CONTRACTUAL SERVICES	\$2,000.00
Vendor Total:						\$2,000.00
KRISTINE LAWLER	DV111819	REIMBURSEMENT- HOLIDAY DECORATIONS	\$136.39	20822500-54100	SUPPLIES	\$136.39
Vendor Total:						\$136.39
LES SCHWAB TIRE CENTER	64000451947	MISC. TIRE SERVICES AS NEEDED	\$26.71	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$26.71
Vendor Total:						\$26.71
LORY LIMBIRD	DV112119	REIMBURSEMENT- BIRTHDAY SUPPLIES	\$72.94	10016100-54167	EMPLOYEE DEVELOPMENT	\$72.94
Vendor Total:						\$72.94
LS MITCHELL ARCHITECT INC	1077	ARCHITECTURE SVCS HASTING ROAD	\$3,239.75	80126100-80220	BUILDING IMPROVEMENTS	\$3,239.75
Vendor Total:						\$3,239.75

List of Checks Presented for Approval on 11/27/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MAUREEN MULHEREN	TR 10/15-18/19	TRAVEL REIMBURSEMENT	\$197.82	10010000-57100	LEARNING AND DEVELOPMENT	\$197.82
					Vendor Total:	\$197.82
MINTIER HARNISH LP	UKIAHGPU-06	GPU, EIR & ADVANCED PLANNING	\$22,838.58	31523100-52100	CONTRACTUAL SERVICES	\$5,586.25
				31523100-52100	CONTRACTUAL SERVICES	\$17,252.33
					Vendor Total:	\$22,838.58
NFP NATIONAL ACCOUNT SERVICES INC	19-12 NFP	DEC 19 NFP INSURANCE	\$3,224.16	20700000-20523	P/R DEDUCT-LTD	\$2,884.41
				20700000-20512	REMIF LIFE	\$2.25
				20700000-20512	REMIF LIFE	\$37.50
				20700000-20512	REMIF LIFE	\$300.00
					Vendor Total:	\$3,224.16
NHA ADVISORS LLC	00252	WASTEWATER MUNICIPAL ADVISORY	\$65,000.00	84113400-52100	CONTRACTUAL SERVICES	\$65,000.00
					Vendor Total:	\$65,000.00
NICK WEISS	DV112119	REIMBURSEMENT - CLASS A LICENSES	\$78.00	82027114-57100	LEARNING AND DEVELOPMENT	\$78.00
					Vendor Total:	\$78.00
OLDCASTLE PRECAST INC	030280380	HFVT TOPS -4686 8"THICK FULL T	\$1,500.00	80026120-54100	SUPPLIES	\$1,500.00
	030280379	HFVT TOPS -4686 8"THICK FULL T	\$14,643.71	80026120-54100	SUPPLIES	\$14,643.71
					Vendor Total:	\$16,143.71
ONE TIME PAY VENDOR	DV112519	B/L REFUND- ANDREW PARMENTER	\$246.00	10000000-41440	BUSINESS LICENSE TAX	\$246.00
	DV111819	RECREATION REFUND - SAGE MOUNTAINFIRE	\$60.00	10022850-44915	RECREATION PROGRAM INCOME	\$60.00
	DV111519	RECREATION REFUND - JULIE DICK	\$140.25	10022850-44915	RECREATION PROGRAM INCOME	\$140.25
	117985-2	UTILITY REFUND- MAYA CARLOS AND KELVIN ORDONEZ	\$12.61	90100000-10421	UTILITY RECEIVABLES CLEARING	\$12.61
	120389-2	UTILITY REFUND - STEVEN FINKELMAN	\$44.28	90100000-10421	UTILITY RECEIVABLES CLEARING	\$44.28
	106841-0	UTILITY REFUND - TIMOTHY F BRENNAN SR	\$49.65	90100000-10421	UTILITY RECEIVABLES CLEARING	\$49.65
					Vendor Total:	\$552.79
PACE SUPPLY CORPORATION	025683799	UNION WATTS	\$155.05	82027111-56300	BUILDING MAINT. & REPAIR	\$155.05
	025711028	UNION WATTS	\$221.29	82027111-56300	BUILDING MAINT. & REPAIR	\$221.29

List of Checks Presented for Approval on 11/27/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PACE SUPPLY CORPORATION	025602495-1	BUSHING BRASS	\$996.05	83027330-80230	INFRASTRUCTURE	\$996.05
	025725114	COUPLING FORD	\$868.18	82000000-12104	INVENTORY - PURCHASES	\$868.18
	025730903	DELTA FAUCET	\$102.34	10022100-59400	OTHER EXPENSES	\$102.34
	025628922	CAST IRON	\$28.70	82027114-54100	SUPPLIES	\$28.70
	025709688	VALVE BALL	\$186.59	82027114-54100	SUPPLIES	\$186.59
	025729053	BALL VALVE	\$225.92	82027114-54100	SUPPLIES	\$225.92
	Vendor Total:					\$2,784.12
PACIFIC REDWOOD MEDICAL GROUP INC	2257	PRE-EMPLOYMENT PHYSICALS	\$1,344.80	10020210-54161	BACKGROUND & PHYSICALS	\$682.40
				80026400-54161	BACKGROUND & PHYSICALS	\$268.80
				84027221-54161	BACKGROUND & PHYSICALS	\$393.60
	2262	PRE-EMPLOYMENT PHYSICALS	\$126.72	10021210-54161	BACKGROUND & PHYSICALS	\$63.36
				91521400-54161	BACKGROUND & PHYSICALS	\$63.36
	Vendor Total:					\$1,471.52
PATRICIA J MCMILLEN	DV112019	SEWER LATERAL REIMBURSEMENT	\$2,000.00	84427222-52100	CONTRACTUAL SERVICES	\$2,000.00
Vendor Total:					\$2,000.00	
PG&E CO	3822-9 OCT 19	PACIFIC GAS & ELECTRIC	\$4,744.89	10022100-55210	UTILITIES	\$12.93
				10022300-55210	UTILITIES	\$8.38
				10022700-55210	UTILITIES	\$85.87
				20822500-55210	UTILITIES	\$316.45
				70024500-55210	UTILITIES	\$31.81
				73022600-55210	UTILITIES	\$7.85
				73022600-55210	UTILITIES	\$92.94
				77725200-55210	UTILITIES	\$12.99
				82027111-55210	UTILITIES	\$2,192.45
				84027221-55210	UTILITIES	(\$426.39)
				84027225-55210	UTILITIES	\$2,409.61
				Vendor Total:		
POLYDYNE INC	1402492	LIQUID POLYMER ALKYLAMINE	\$2,366.40	84027225-58202	CHEMICALS	\$2,366.40

List of Checks Presented for Approval on 11/27/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
POLYDYNE INC	1402062	LIQUID POLYMER ALKYLAMINE	\$9,465.59	84027225-58202	CHEMICALS	\$9,465.59
					Vendor Total:	\$11,831.99
REDWOOD COAST FUELS	2090328	CARDLOCK FUEL PURCHASES	\$10,715.83	10012200-56210	FUEL & FLUIDS	\$7.99
				10020210-56210	FUEL & FLUIDS	\$3,379.71
				10022100-56210	FUEL & FLUIDS	\$722.00
				10024210-56210	FUEL & FLUIDS	\$74.41
				10024620-56210	FUEL & FLUIDS	\$960.79
				20324100-56210	FUEL & FLUIDS	\$766.45
				20513382-56210	FUEL & FLUIDS	\$34.41
				20822500-56210	FUEL & FLUIDS	\$190.17
				80026400-56210	FUEL & FLUIDS	\$1,611.22
				82027111-56210	FUEL & FLUIDS	\$474.67
				82027114-56210	FUEL & FLUIDS	\$591.34
				82027114-56210	FUEL & FLUIDS	\$679.64
				84027221-56210	FUEL & FLUIDS	\$503.74
				84027221-56210	FUEL & FLUIDS	\$578.96
				84027225-56210	FUEL & FLUIDS	\$140.33
					Vendor Total:	\$10,715.83
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	19-12 EAP	REMIF EAP INSURANCE	\$568.00	20112400-52525	WORKER'S COMP. EXPENSE	\$568.00
					Vendor Total:	\$568.00
REDWOOD FORD	134187	LENS	\$70.27	10022100-56130	EXTERNAL SERVICES	\$70.27
	134291	SPARK PLUG	\$121.42	82027111-56130	EXTERNAL SERVICES	\$121.42
	134477	WIRE ASSEMBLY	\$316.33	84027225-56130	EXTERNAL SERVICES	\$316.33
	134510	ELEMENT ASSEMBLY	\$75.23	20324100-58510	REIMBURSABLE JOBS	\$75.23
	134519	ELEMENT ASSEMBLY	\$100.81	20324100-58510	REIMBURSABLE JOBS	\$100.81
	134473	RADIATOR ASSEMBLY	\$456.52	20324100-58510	REIMBURSABLE JOBS	\$456.52
					Vendor Total:	\$1,140.58

List of Checks Presented for Approval on 11/27/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ROUND TABLE PIZZA	14-73	OUTAGE - 1000 BLOCK OF HELEN AVE	\$99.59	80026400-54100	SUPPLIES	\$99.59
					Vendor Total:	\$99.59
RYAN BREECE	TA 12/1-6/19	TRAVEL ADVANCE	\$1,205.40	10020210-57100	LEARNING AND DEVELOPMENT	\$1,205.40
					Vendor Total:	\$1,205.40
SCOTT NORCROSS	DV112119	REIMBURSEMENT - CLASS A LINCENSE	\$78.00	82027114-57100	LEARNING AND DEVELOPMENT	\$78.00
					Vendor Total:	\$78.00
SHERRIE SMITH-FERRI	111518 1	REIMBURSEMENT - POMO NATIVE PLANTS BOOKS	\$212.50	69122700-54100	SUPPLIES	\$212.50
					Vendor Total:	\$212.50
STATE WATER RESOURCES CONTROL BOARD	DV111219	REGISTRATION - A VARGAS	\$125.00	84027225-57100	LEARNING AND DEVELOPMENT	\$125.00
					Vendor Total:	\$125.00
STEVEN ENGINEERING	2583065-00	WWTP SUPPLIES	\$988.07	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$988.07
					Vendor Total:	\$988.07
STRYKER SALES CORPORATION	2746060 M	#99425-000023 LIFEPAK 1000 (KI)	\$2,248.27	10021210-54100	SUPPLIES	\$1,124.13
				91721400-54100	SUPPLIES	\$1,124.14
					Vendor Total:	\$2,248.27
TURF STAR INC	7087111-00	END-ROD SPHERICAL REFUND	(\$159.06)	10022100-56130	EXTERNAL SERVICES	(\$159.06)
	7083733-00	DAMPER	\$398.19	10022100-56130	EXTERNAL SERVICES	\$398.19
					Vendor Total:	\$239.13
UKIAH VALLEY MEDICAL CENTER	2492	PRE-EMPLOYMENT PHYSICALS	\$622.02	10020210-54161	BACKGROUND & PHYSICALS	\$622.02
					Vendor Total:	\$622.02
UNION BANK OF CALIFORNIA	1180180	TRUSTEE FEES 8/1/19-10/31/19	\$1,529.00	10015100-52100	CONTRACTUAL SERVICES	\$1,223.00
				96995601-52100	CONTRACTUAL SERVICES	\$153.00
				96995669-52100	CONTRACTUAL SERVICES	\$153.00
					Vendor Total:	\$1,529.00
WAYNE BRILEY	DV112219	SEWER LATERAL REIMBURSEMENT	\$2,000.00	84427222-52100	CONTRACTUAL SERVICES	\$2,000.00
					Vendor Total:	\$2,000.00

List of Checks Presented for Approval on 11/27/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WEX BANK	62208446	FUEL FOR POLICE	\$257.08	10020210-56210	FUEL & FLUIDS	\$257.08
Vendor Total:						\$257.08
INVOICE TOTAL:						\$237,669.04



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for Northwestern Pacific Rail Trail Project Phase 2, Specification No. 17-12.

DEPARTMENT: Public Works **PREPARED BY:** Andrew Stricklin, Engineering Analyst

ATTACHMENTS:

1. Notice of Completion-Spec17-12

Summary: Staff is submitting a report to the City Council that recommends accepting the completion of the Northwestern Pacific Rail Trail Project Phase 2, Specification No. 17-12.

Background: The City Council awarded a contract on July 3, 2019, to Granite Construction of Ukiah, CA in the amount of \$1,491,456, inclusive of quantities to be billed at actual amounts. The project involved the extension of the existing rail trail across Gobbi Street south to Commerce Drive including a bridge crossing at Doolin Creek. Staff obtained Caltrans funding for \$1,500,000 through the Active Transportation Program (ATP) for the design and construction of this project.

Discussion: The work of the contract was completed by the contractor in substantial conformance with the approved plans and specification on November 27, 2019. The City Engineer approved change orders totaling \$112,438.61 to address problematic railroad track and grade adjustments at the Talmage road crossing. In addition, the contractor was directed to reconstruct a portion of Talmage road that was in a failed state which was paid for with funds from Measure Y. Based on actual quantities constructed and the authorized contract change order, the final contract cost was \$1,694,567.72. Final payment of the retention will be made to the contractor after 35 days from the date the Notice of Completion is filed with the County Recorder.

Recommended Action: 1. Accept the work as complete. 2. Direct the City Clerk to file the Notice of Completion with the County Recorder for Northwestern Pacific Rail Trail Project, Specification No. 17-12.

BUDGET AMENDMENT REQUIRED:

CURRENT BUDGET AMOUNT: 51124210.80230 PC17034: \$1,500,000

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Tim Eriksen, Public Works Director/City Engineer; Andrew Stricklin, Public Works Management Analyst; Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

Please return to:

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

No fee pursuant to Government Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the real property described is owned by the following whose address is: City of Ukiah, a Municipal Corporation, 300 Seminary Avenue, Ukiah, California 95482-5400.
2. That the nature of the title to the Northwestern Pacific Rail Trail Project, Specification No. 17-12 of all said owners is that of fee simple.
3. That on the 27th day of November, 2019, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is Granite Construction Co., 1324 S. State Street, Ukiah, CA 95482.
5. That the real property herein referred to is described as the specific section of railroad right of way in Mendocino County, California within the Ukiah City Limits beginning in the south at Commerce Drive and terminating in the north at East Gobbi Street.

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: Adoption of Resolution Approving Records Destruction.

DEPARTMENT: City Clerk **PREPARED BY:** Kristine Lawler, City Clerk

ATTACHMENTS:

1. Resolution with Exhibit A

Summary: The Finance-Payroll and Community Services departments, along with the City Attorney and City Clerk, have reviewed records that have been identified as being ready for destruction. Council is being asked to approve their destruction.

Background: The Finance-Payroll and Community Services departments, along with the City Attorney, and City Clerk have reviewed the Records Destruction Notices for 33 boxes and have approved them for shredding. The removal of these boxes for destruction will create much needed space for new record retention boxes currently awaiting storage locations.

Discussion: The estimated cost for shredding the 33 boxes is \$264. The City Clerk budget includes funds for annual records destruction and no budget amendment is necessary at this time.

Staff recommends that Council adopt the resolution (Attachment 1), authorizing the destruction of 33 boxes of outdated documents, listed in full and attached as Exhibit A to the resolution.

Recommended Action: Adopt resolution authorizing the destruction of 33 boxes of outdated documents.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$20,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 10012500.52100; City Clerk Contracted Services

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2019-

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

WHEREAS, the Finance-Payroll and Community Services departments, along with the City Attorney and City Clerk offices have reviewed and approved the list of records that are attached as Exhibit A, and determined that said records are no longer necessary and may at this time be destroyed.

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

PASSED AND ADOPTED this 18th day of December, 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

RECORDS SCHEDULED FOR DESTRUCTION

EXHIBIT A

LOCATION	BOX #	Date Rec'd	Record Title	RECORD DATES	RETAIN UNTIL	USER/SENDER	DEPARTMENT	COMMENT
147	00111	1/3/2017	Facility Rentals/Use	2006-2009	2011	Terry Mayfield	Community Services	(box had been in location 3, but was too big for the space) Overflow is in box 4708; was box 4625
148	00112	1/3/2017	Facility Rentals/Use	2007-2009	2011	Terry Mayfield	Community Services	(box had been in location 34, but was too big for the space) Overflow is in box 4708; was box 4627
150	00113	1/3/2017	Facility Rentals/Use	2006-2007	2009	Terry Mayfield	Community Services	(box had been in location 32, but was too big for the space) Overflow is in box 4708; was box 4626
151	4708	1/3/2017	Facility Rentals/Use	2006-2009	2011	Terry Mayfield	Community Services	Overflow from boxes 4626 and 4627
160	4566	1/27/2016	Schedules, Classes and Events	FEB 14 - AUG 15	2018	Julie Webb	Community Services	
167	4567	1/27/2016	Parades and Special Events, etc.	OCT 2011 - AUG 2015	2018	Julie Webb	Community Services	
411	2210		Confidential Basketball Registration	10/98 - 3/99	2018	Graves	Community Services	
412	2209		Confidential Basketball Registration	10/99 - 3/00	2019	Graves	Community Services	
414	2211		Yoga Registration	1/00 - 12/00	2018	Graves	Community Services	
421	4687	8/29/2017	Schedules, Classes and Events	2013-2016	2019	Marianne Davidson	Community Services	
423	2215		Sports Registrations	1/96 - 12/00	2019	Graves	Community Services	
433	2223		Confidential - Instructors/Refunds	1/89 - 1/99	2018	Graves	Community Services	
436	2224		Confidential UUSD facility forms, PO's, catalogues,	1/89 - 1/99	2018	Graves	Community Services	
447	2222		Sports Registrations	1/89 - 1/99	2018	Graves	Community Services	
479	4692		Schedules/Classes & Events	1/1/15-7/30/17	2019	Marianne Davidson	Community Services	was location 1180, box 4683
560	4642	1/18/2016	Recreation Guide Binders	5/07 - 5/08	2019	Olivia Zotter	Community Services	
564	3436		Recreation Classes and Sports Binders	2000 - 2002	2019	Maya Simerson	Community Services	
571	4643	11/15/2016	Recreation Guide Binders	5/10 - 8/14	2019	Olivia Zotter	Community Services	
572	4644	11/15/2016	Recreation Guide Binders	1/07 - 12/09	2019	Olivia Zotter	Community Services	
597	4645	11/15/2016	Recreation Guide Binders	1/10 - 12/15	2019	Olivia Zotter	Community Services	
610	4646	11/15/2016	Recreation Guide Binders	5/06 - 5/12	2019	Olivia Zotter	Community Services	
622	4647	11/15/2016	Recreation Guide Binders	5/12 - 8/15	2019	Olivia Zotter	Community Services	
626	4648	11/15/2016	Recreation Guide Binders	5/13 - 8/15	2019	Olivia Zotter	Community Services	
637	4650	11/15/2016	Recreation Guide Binders	5/08 - 5/09	2019	Olivia Zotter	Community Services	
665	4652	11/15/2016	Recreation Guide Binders	2006 - 2012	2019	Olivia Zotter	Community Services	
711	4654	11/15/2016	Recreation Guide Binders	1/11 - 12/11	2019	Olivia Zotter	Community Services	
919	4359	9/2/2014	Schedules/Classes & Events	1/1/00 - 9/30/00	2018	Rilee Dockins	Community Services	
978	4363	9/2/2014	Schedules/Classes & Events	2/1/01-9/30/01	2019	Rilee Dockins	Community Services	
1008	2484		Pool Records	2000	2019	Wright	Community Services	
1016	2492		Pool Records	1999	2018	Wright	Community Services	
1020	3263		Miscellaneous Recreation Files	2000 - 2005	2018	Maya Simerson	Community Services	
1037	2513		Day Camp	1996 - 1999	2018	Wright	Community Services	

RECORDS SCHEDULED FOR DESTRUCTION

LOCATION	BOX #	Date Rec'd	Record Title	RECORD DATES	RETAIN UNTIL	USER/SENDER	DEPARTMENT	COMMENT
38	4779	5/25/2018	Checks	7/2011-12/2011	2018	Kippy Cummins	Finance/Payroll	



AGENDA SUMMARY REPORT

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

DEPARTMENT: Community
Services

PREPARED BY: Tami Bartolomei, Community Services
Administrator

ATTACHMENTS:

1. Attachment_1_Local_Emergency_City_of_Ukiah
2. Attachment 2 Local Emergency City of Ukiah
3. Attachment 3 Local Emergency City of Ukiah
4. Attachment 4 Local Emergency City of Ukiah
5. Attachment 5 Local Emergency City of Ukiah
6. Attachment 6 - Local Emergency City of Ukiah
7. Attachment 7 Local Emergency City of Ukiah
8. Attachment 8 -Local Emergency City of Ukiah
9. Attachment 9 Local Emergency City of Ukiah
10. Attachment 10 Local Emergency City of Ukiah
11. Attachment 11 Local Emergency City of Ukiah
12. Attachment 12 Local Emergency City of Ukiah
13. Attachment 13 Local Emergency City of Ukiah

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

Background: On February 27, 2019, the City Manager/Emergency Director, under the authority in Ukiah City Code Section (5125 (Ordinance No. 995, §1), proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah (Attachment 1). Under Ukiah City Code Section 5127, the City Council must review the declaration of a local emergency at least every forty-five (45) days until the need for continuing the local emergency has ended.

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

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

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

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

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

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

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

On July 17, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-38 (Attachment 9).

On August 21, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-44 (Attachment 10).

On October 2, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-46 (Attachment 11).

On November 6, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-48 (Attachment 12).

Discussion: State and Federal recovery agencies, California Office of Emergency Services, and FEMA visited the City of Ukiah on March 7, 2019, and completed a preliminary damage assessment summary. This assessment estimated the total cost of storm damage at \$1,588,000. Included in these costs were equipment use and staff response costs to the disaster emergency, and damages to both the Waste Water Treatment Plant and Water Treatment Plant.

On July 10, 2019, City staff attended the required Recovery Scoping Meeting (RSM) with FEMA and Cal OES to review cost damages. Upon the completion of this meeting, the City of Ukiah had 60 days from the date of the RSM to identify all damages to be claimed for the winter storm disaster. Staff informed FEMA and Cal OES that, in addition to damages at the Water and Waste Water Treatment Plants, damages were also identified to two storm drains that run through the golf course (servicing drainage throughout that region) with an estimated repair cost of \$400,000. Additionally, staff had identified damages to the south percolation pond levee. An estimator from FEMA came and evaluated the additional damages and gave approval to include these damages in the reimbursement process. Staff continues working with FEMA for reimbursement for all damages reimbursement the City sustained from the 2019 winter storm event.

Staff is recommending Council determine that the need for a declaration of a local emergency has not ended by adopting the proposed Resolution (Attachment 13) because of ongoing assessments/repairs.

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

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: Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

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

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

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

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

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

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

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

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

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

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

Print Name Sage Squire
Address 300 Seminar, Ave.

RESOLUTION NO. 2019-08

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

WHEREAS:

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

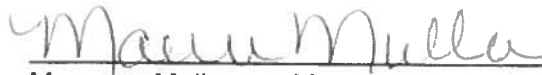
NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies the proclamation of a "local emergency" by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council. The City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

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

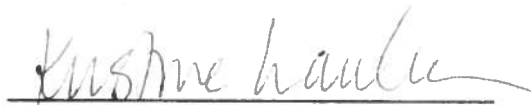
BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

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

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

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

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

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

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

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

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

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

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

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

Dated: 2-27-19

By: Sgt. Squire
Director of Emergency Services

Print Name Sgt. S. Squire

Address 300 Seminar Ave

RESOLUTION NO. 2019-09

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

WHEREAS:

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

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

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

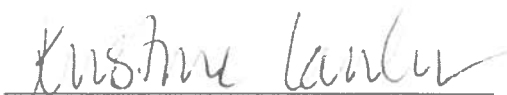
BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

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

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

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

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

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

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

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

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

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

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

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

Dated: 2-27-19

By: 
Director of Emergency Services

Print Name Sage Sanguino

Address 300 Seminar Ave

RESOLUTION NO. 2019-12

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

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

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

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

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

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

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

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

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

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

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

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

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

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

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

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

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

Print Name Sage Singsome
Address 300 Seminary Ave

RESOLUTION NO. 2019-16

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

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

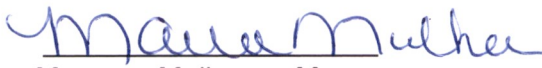
NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on May 15, 2019.

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

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

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

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


 Maureen Mulheren, Mayor

ATTEST:



Kristine Lawler, City Clerk

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

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

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

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

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

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

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION NO. 2019-22**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

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

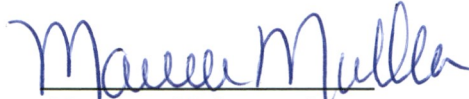
NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on June 19, 2019.

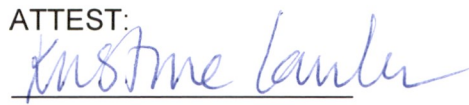
BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and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

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

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

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


Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

RESOLUTION NO. 2019-27**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

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

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

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

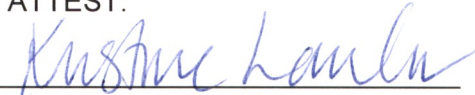
BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

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

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


Maureen Mulheren, Mayor

ATTEST:


Kristine Lawler, City Clerk

RESOLUTION NO. 2019-38**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. On June 19, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
9. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
10. The City Council will review this declaration at its August 21st regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on August 21, 2019.

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

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of

Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

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

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


Maureen Mulheren, Mayor

ATTEST:



Kristine Lawler, City Clerk

RESOLUTION NO. 2019-44**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. On June 19, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
9. On July 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
10. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
11. The City Council will review this declaration at its October 2nd regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on October 2, 2019.

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

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

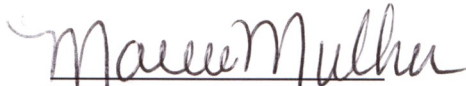
PASSED AND ADOPTED this 21st day of August 2019, by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None


Maureen Mulheren, Mayor

ATTEST:



Kristine Lawler, City Clerk

RESOLUTION NO. 2019-46**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. On June 19, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
9. On July 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
10. On August 21, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
11. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
12. The City Council will review this declaration at its November 6th regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on November 6, 2019.

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

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

PASSED AND ADOPTED this 2nd day of October 2019, by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None


Maureen Mulheren, Mayor

ATTEST:



Kristine Lawler, City Clerk

RESOLUTION NO. 2019-48**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. On June 19, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
9. On July 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
10. On August 21, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
11. On October 2, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
12. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
13. The City Council will review this declaration at its December 18th regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to

continue until it is further reviewed by the City Council at its regular meeting on November 6, 2019.

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

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

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

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

NOES: None

ABSENT: None

ABSTAIN: None


Maureen Mulheren, Mayor

ATTEST:


Kristine Lawler, City Clerk

RESOLUTION NO. 2019-

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

WHEREAS:

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. On June 19, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
9. On July 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
10. On August 21, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
11. On October 2, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
12. On November 6, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
13. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and

14. The City Council will review this declaration at its January 15, 2020 regular meeting, occurring not more than 45 days from the date this resolution is adopted;

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

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

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

PASSED AND ADOPTED this 18th day of December 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Consider Approval of Budget Amendment in the Amount of \$5,000 to the Dispatch Supplies and Equipment Account to Replace a Router.

DEPARTMENT: Police **PREPARED BY:** Tracey Porter

ATTACHMENTS:

None

Summary: Consider Approval of Budget Amendment in the Amount of \$5,000 to the Dispatch Supplies and Equipment Account to replace a router.

Background: The Fort Bragg Police Department has contracted with the Ukiah Police Department for dispatch services for the past 10 years. Pursuant to this agreement, an appropriation of \$7,000 per year has been set aside in the Equipment Reserve Dispatch fund, account number 20600000.38678, to fund equipment upgrades and infrastructure improvements required to maintain this service.

On October 2, 2019, the California Department of Justice (DOJ) notified the Ukiah Police Department that the current Cisco router used to access the DOJ network was reaching end of life and will no longer be supported. This router is used by the Ukiah Police Dispatch Center for its connection to DOJ for running law enforcement related inquiries in the California Law Enforcement Telecommunications System for the Ukiah and Fort Bragg Police Departments. The cost of a new router and associated equipment will not exceed \$5,000.

Discussion: Funds have been identified in the Equipment Reserve Dispatch account, which have not been spent in the last two years. Staff is asking Council to approve a budget amendment of \$5,000 to fund the replacement of the Cisco router.

Recommended Action: Consider Approval of Budget Amendment in the Amount of \$5,000 to the Dispatch Supplies and Equipment Account to replace a router.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 0

PROPOSED BUDGET AMOUNT: 206.20231.54100; \$5,000.00

FINANCING SOURCE: 206.00000.38678 Equipment Reserve Dispatch Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Justin Wyatt, Chief of Police; Michael Ingwell, I.T, Administrator; Daphne Harris, Financial Services Manager; Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Approval of Contract Amendment with Ukiah Waste Solutions for Biosolids Removal at the Wastewater Treatment Plant.

DEPARTMENT: Finance

PREPARED BY: Seth Strader, Buyer I

ATTACHMENTS:

1. Contract 1516143
2. Amendment 1
3. Amendment 2
4. Amendment 3

Summary: Council will consider approving a contract amendment with Ukiah Waste Solutions for Biosolids Removal at the Wastewater Treatment Plant.

Background: The City of Ukiah's Wastewater Treatment plants treats and processes approximately 1,700 tons of biosolids annually. Biosolids produced at the Wastewater Treatment Plant are treated to meet Class "B" requirements per EPA 40 CFR, 503.

Biosolids are dewatered on a belt filter press with solids content 18% or greater. The biosolid hauling services consist of leaving a trailer or drop box at the treatment plant to allow loading at staff's convenience. When the container is full, the contractor is called to remove and route the biosolids for an accepting, pre-approved disposal site.

Discussion: On December 16, 2015, Council approved a two-year contract with Ukiah Waste Solutions for the removal of biosolids Please see Attachment 1 for a copy of the contract. On December 20, 2017, Council approved Amendment 1, extending the agreement for another year and increasing cost from \$48.00 \$50.00 per ton, see Attachment 2 for a copy of this Amendment. On April 3, 2019, Council approved Amendment 2, extending the agreement for an additional year and increasing cost from \$50.00 to \$52.00 per ton, please see Attachment 3 for a copy of this Amendment.

Staff is requesting the approval to amend the existing contract for one additional year, increasing the cost from \$52.00 per ton to \$54.00 per ton. Please see Attachment 4 for a copy of the proposed Amendment 3.

Recommended Action: Approve contract amendment with Ukiah Waste Solutions for Biosolids Removal at the Wastewater Treatment Plant.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 84027225.52100: \$235,178.59

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1516143

COORDINATED WITH: Sean White, Director of Water/Sewer Utilities, Mary Horger, Financial Services

Manager

Approved: 
Sage Sangiacomo, City Manager

CONTRACTContract number must appear on all
invoices**CITY OF UKIAH**

SUBMIT DUPLICATE INVOICES
TO: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482
ACCTS. PAYABLE: (707) 483-6230
PURCH. DEPT: (707) 483-6233
PURCH. FAX: (707) 483-6234

CONTRACT NO. 1516143

PAGE 1 OF 1

DATE: 12/30/15

VENDOR:

UKIAH WASTE SOLUTIONS
PO Box 60
Ukiah, CA 95482

SHIP TO:

CITY OF UKIAH - WWTP
300 Plant Road
Ukiah, CA 95482

FOB: Ukiah

ACCOUNT	ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	1	3200 Tons (Approximate)	BIOSOLID CONTRACT - 2 YEAR CONTRACT UNIT PRICE CONTRACT INVOICING WILL BE BASED ON ACTUALS. TERM: 1/1/2016 THROUGH 12/31/2017. Approved by City Council: 12/16/15 As per Bid Opening: 12/10/15	\$ 48.00	
				SUBTOTAL	0.00
				TAX:	
				TOTAL:	\$0.00

Attachments listed below are included as part of the contract.

No other terms and conditions will be accepted unless agreed to and signed by both parties

Attachments: Terms & Conditions
BID DOCS

APPROVED BY:

MARY HORGER, PURCHASING SUPERVISOR

12/30/15

DATE

ACCEPTED BY:

BRUCE MCCRACKEN, V.P., UKIAH WASTE SOLUTIONS

12/30/15

DATE

VENDOR'S COPY

1. **GENERALLY.** These Terms and Conditions of Sale ("Terms and Conditions") apply to all purchases by City of Ukiah. (Referred to as "Buyer"). The supplier of goods and services under this transaction is herein referred to as "Seller". The goods or service purchased are referred to as the "Purchase."

2. **TERMS EXCLUSIVE.** Buyer will order the goods or services described herein only upon the terms and conditions contained herein. Seller's acceptance of this order shall occur either through commencement of performance under this order or acknowledgment of this order. By accepting this order, Seller waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions shall be null and void. **SELLER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.**

3. **INSPECTION.** All goods shall be received subject to Buyer's inspection and rejection. Defective goods and goods otherwise not conforming to this order shall be held for Seller's instruction and at Seller's risk, and if Seller so directs, shall be returned at Seller's expense. No defective goods shall be replaced without a new purchase order. Payment by Buyer shall not be construed as an acceptance of goods. Buyer may return to Seller any non-defective, excess goods within thirty (30) days of receiving them.

4. **CHANGES.** City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

5. **TERMINATION.** City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

6. **TIME EXTENSION.** Time is of the essence City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

7. **REMEDIES CUMULATIVE.** City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

8. **TITLE.** Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

9. **PAYMENT.** City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order.

10. **INDEMNIFICATION.** Seller agrees to indemnify and hold harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. This paragraph 9 will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

11. **WARRANTY.** Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

12. **ASSIGNMENT.** City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.

13. **INSURANCE.** Seller must provide the insurance indicated on the face sheet of this order.

14. **PERMITS.** Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

15. **INDEPENDENT CONTRACTOR.** City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which it is performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means the Seller will follow the direction of the City as to end results of the work only.

16. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

17. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Mendocino County.

REQUEST FOR BID

BIOSOLIDS REMOVAL
CITY OF UKIAH WASTEWATER TREATMENT FACILITY
December 2015

The City of Ukiah invites bids to furnish all labor, equipment, transportation and services necessary for the pick-up and disposal of class "B" Biosolids produced and stored at the City of Ukiah Wastewater Treatment facility located at 300 Plant Road, Ukiah, CA 95482.

Bids will be received until 5:00 p.m. on December 10, 2015 at the office of the Purchasing Supervisor, Mary Horger, 411 West Clay Street, Ukiah, CA 95482. Phone: (707) 463-6233.

BIDS MUST BE SIGNED. Bids may be faxed, mailed, emailed, or hand delivered. Fax number to send to: (707) 313-3621. Email address to send to: mhorger@cityofukiah.com

Quantities shown are approximate and in no way obligate the City of Ukiah to provide the full amount specified. Bidder guarantees unit price if fewer units are provided.

INSTRUCTIONS TO BIDDERS

In determining and evaluating the best bid, the prices will not necessarily be controlling element; methods of disposal, efficiency, the type and frequency of Laboratory Analyses required by disposal sites, experience with the transportation and handling of Biosolids, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant factors. Contractors shall be required to provide the information requested under Work Performance History Capability. This information will be a critical part of the bid evaluation and award. Failure to provide this information may be sufficient reason to declare the bid non-responsive.

INSURANCE

Contractor shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance requirements. (2 pages attached.)

It is highly recommended that contractors confer with their respective insurance carriers or brokers the availability of insurance certificates and endorsements as prescribed and provided herein. If an awarded contractor fails to comply with the insurance requirements, that contractor may be disqualified from contract. If you have questions regarding the City's requirements, please contact the City's Risk Manager at 707-463-6287.

LICENSE REQUIREMENTS

Bidder/Contractor must possess City of Ukiah business license. For information contact Kathy Norris at 707-463-6202, Finance Department. Bidder shall provide proof of possession of the proper licenses and certificates of registration necessary to perform the work. Employees actually performing the tasks shall provide proof of proper certificates of registration for same. Where subcontractors are used, bidder shall provide the City with proof of proper licenses, certificates and proof of insurance for work performed.

The following requirements shall be included as a part of every bid:

1) COMPLIANCE WITH LAWS & REGULATIONS: All equipment, transportation and disposal services furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of California, Department of Transportation, U.S. EPA and OSHA. The contractor shall, if requested by the City, supply certification and evidence of such compliance.

2) LEGAL REQUIREMENTS & PERMITS: The contractor agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the contractor to obtain any and all necessary licenses, permits and/or clearances. Any costs incurred by the contractor to obtain these licenses, permits or clearances, including the actual cost of licenses, permits or clearances are the responsibility of the contractor.

SPECIFICATIONS:

Biosolids produced at the Treatment Facility, are treated to meet Class "B" requirements per EPA 40 CFR, 503. Biosolids are dewatered on a Belt Filter Press with a solids content ranging from 23 to 26 percent.

- Requires trailer or drop box to be left at Treatment Plant to allow loading at Staff's convenience.
- Trailer or drop box to be picked up with 72 hours of notification. (Weekends and holidays excluded.)
- Requires year round disposal.
- All prices quoted at a Per/Ton rate.
- All disposals of Biosolids shall be in a manner in which the City of Ukiah will receive recycling credit, i.e. beneficial use, land application, composting, reforestation, alternative daily cover and cap.
- Bidder must declare the methods and disposal sites to be used at time of bid.
- Bidder to supply route maps to disposal sites for approval prior to award of bid. These disposal sites and routes may not be changed during the time the contract is in force unless mutually agreed upon by both parties. (Driver on an emergency basis may vary routes.)
- Bidder shall provide monthly reports showing tonnage and disposal sites, plus an annual report showing all information as required by U.S. EPA for class "B" Biosolids.
- Bidder shall use best management practices for transportation and disposal of Biosolids, i.e. cover loads when applicable, dust control measures, safe handling practices.
- For beneficial use, the Contractor(s) are required to comply with USEPA 40CFR part 503 standards. The Contractor shall be required to provide all associated approved Federal, State, and Local regulatory permits for all hauling, processing, and beneficial use activities identified in the scope of work. Permits shall accommodate the hauling of all biosolids quantities specified herein, throughout the entire term of the contract. All costs associated with obtaining the required permits and related testing, monitoring, and record keeping, shall be borne by the contractor and shall be considered part of the proposed compensation for services.
- During the course of this contract, the Contractor shall be aware and in compliance with existing, revised, and new Federal, State, and Local rules and regulations covering its activities in connection with this work. Changes in regulations or practices necessitated by any revision in rules and regulations shall be brought to the attention of the City sufficiently in advance of their implementation. Changes in regulations shall not constitute justification for contract amendments, additional compensation, or relaxation of the responsibility of the Contractor to provide the required services.
- All necessary permits for each beneficial use and landfill site shall indicate that such sites can receive dewatered biosolids with a solids content of 18% or greater must be obtained and submitted to the City as part of the bid documents. The Contractor must obtain City approval, in writing, to haul to the proposed site for which the required documentation has been submitted.
- City personnel shall be permitted to inspect the Contractor's beneficial use and landfill site(s), at any time and without prior notification to the Contractor.
- During the course of this contract the Contractor shall at all times have sufficient capacity (including land and/or processing facilities) for handling and disposing of up to nine hundred (1800) wet tons per year.

While the City makes no guarantees of quantities available for disposal, for estimating purposes the amount of daily production of biosolids is approximately 133 tons per month.

BIOSOLIDS REMOVAL PROPOSAL

In the event of a discrepancy in figures on the proposal form, the unit price (in tonnage) shall prevail for calculations made to obtain total prices.

Contract will be awarded to the overall lowest bidder.

ONE YEAR PRICING	Estimated Yearly Quantity	Per Ton Unit Price
Biosolids Daily Production	1600 Tons	\$ 48 ⁰⁰

TWO YEAR PRICING	Estimated Yearly Quantity	Per Ton Unit Price
Biosolids Daily Production	1600 Tons	\$ 48 ⁰⁰

The City will decide on going with either one year or two year pricing at time of award. Those firms wishing to respond must provide bid(s) based upon the terms and conditions as provided by the City of Ukiah. Bids must be signed by an authorized member of the firm to be considered as a valid bid.

The City of Ukiah reserves the right to accept or reject any or all bids and waive any irregularities. In case of default, the City of Ukiah may procure the items quoted on from other sources and hold the original bidder liable for any increased costs. In submitting the above, the bidder agrees that acceptance of any or all quotations by the City of Ukiah within 30 days constitute a contract.

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

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

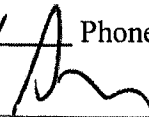
Signed and accepted by, (check one)

☐ Individual Owner ☐ Partnership ☒ Corporation ☐ Other

Legal Name of Contractor Ukiah Waste Solutions, Inc.

Address of Contractor P.O. Box 60 Ukiah, CA 95482

Tax ID# 26-0295144 Phone #: 707-234-6400 Fax #: 707-234-6404

By:  Date 12/8/2015

Signature
Print or Type Name: Bruce McCracken V.P.
Title

REQUIRED DATAWORK PERFORMANCE

HISTORY AND CAPABILITY: Contractors shall provide the name, locations and a narrative statement on the work performed for minimum of two (2) contracts during the past five (5) years. A short resume on the general history and experience of the contractor's organization shall be provided.

WORKPERFORMED

- | | | |
|------------------|--|---|
| 1. COMPANY NAME: | <u>Ukiah Wastewater Treatment Facility</u> | <u>Grit Hauling, Screenings Hauling</u> |
| CONTACT: | <u>Tim Erickson</u> | <u>Biosolids Hauling</u> |
| ADDRESS: | <u>300 Plant Road</u> | |
| | <u>Ukiah, CA 95482</u> | |
| PHONE: | <u>707-463-6280</u> | |
| 2. COMPANY NAME: | <u>Susanville Consolidated Sanitary District</u> | <u>Biosolids Hauling</u> |
| CONTACT: | <u>Randy Ohern</u> | |
| ADDRESS: | <u>45 S. Roop Street</u> | |
| | <u>Susanville, CA 96130</u> | |
| PHONE: | <u>530-310-3864</u> | |
| 3. COMPANY NAME: | <u>Highlands Water</u> | <u>Screenings Hauling</u> |
| CONTACT: | <u>Chrissy Russell</u> | |
| ADDRESS: | <u>14774 Hillcrest Ave.</u> | |
| | <u>Clearlake, CA 95422</u> | |
| PHONE: | <u>707-994-2393</u> | |
| 4. COMPANY NAME: | <u>California Water Service</u> | <u>Screenings Hauling</u> |
| CONTACT: | <u>Clay</u> | |
| ADDRESS: | <u>6125 Hwy 20</u> | |
| | <u>Lucerne, CA 95458</u> | |
| PHONE: | <u>707-274-6624</u> | |

CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(To be submitted with bid.)

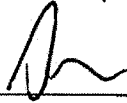
CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the Request for Proposal for:

BIOSOLIDS REMOVAL

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

Ukiah Waste Solutions, Inc.

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

Bruce McCracken Vice-President

Please Print (Name & Title of Authorized Representative)

12/8/2015

Date

707-234-6400

Phone Number



Already on file with City.

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial **General Liability coverage** (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Worker's Compensation** insurance as required by the State of California and Employer's Liability Insurance.

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Worker's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. REQUIRED Insurance Provisions

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

A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

B. **The workers' compensation policy is to be endorsed with a waiver of subrogation.** The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Contractor's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. **Note: (This protects the Contractor)** -Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

V. **RATING - Acceptability of Insurers**

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

VI. **Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on **forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements or policies must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

VII. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

If you have questions regarding our insurance requirements contact:

**Risk Manager
(707) 463-6287 FAX (707) 463-6204**

ATTACHMENT 2

CITY OF UKIAH
AMENDMENT NO. 1
TO
CONTRACT #1516143
BETWEEN
UKIAH WASTE SOLUTIONS and THE CITY OF UKIAH

This Amendment No. 1 entered on December 28, 2017, revises the Contract for Biosolid Removal dated December 30, 2015, between the City of Ukiah and Ukiah Waste Solutions, as follows.

1. Contract price: Unit price will be revised from \$48.00 per ton to \$50.00 per ton.
2. Contract Term: Contract term has been extended to December 31, 2018

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

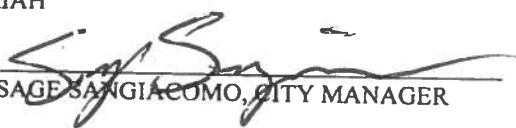
UKIAH WASTE SOLUTIONS

BY: 

DATE: 1/5/2018

PRINT NAME: BRUCE McCLACKEN

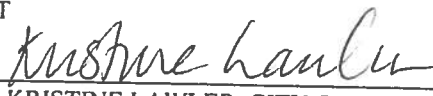
CITY OF UKIAH

BY: 

SAGE SANGIACOMO, CITY MANAGER

DATE: 1-19-18

ATTEST

BY: 

KRISTINE LAWLER, CITY CLERK

DATE: 1-19-18

COU No. 1516-143-A2

CITY OF UKIAH
AMENDMENT NO. 2
TO
CONTRACT #1516143
BETWEEN
UKIAH WASTE SOLUTIONS and THE CITY OF UKIAH

This Amendment No. 2 entered on December 28, 2018, revises the Contract for Biosolid Removal dated December 30, 2015, between the City of Ukiah and Ukiah Waste Solutions, as follows.

1. Contract price: Unit price will be revised from \$50.00 per ton to \$52.00 per ton.
2. Contract Term: Contract term has been extended to December 31, 2019

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

UKIAH WASTE SOLUTIONS

BY: 

DATE: 3/8/2019

PRINT NAME: Bruce McCracken

CITY OF UKIAH

BY: 

SAGE SAN GIACOMO, CITY MANAGER

DATE: 4-22-19

ATTEST

BY: 

KRISTINE LAWLER, CITY CLERK

DATE: 4-22-19

CITY OF UKIAH
AMENDMENT NO. 3
TO
CONTRACT 1516143
BETWEEN
UKIAH WASTE SOLUTIONS and THE CITY OF UKIAH

This Amendment No. 3, entered on December 12, 2019, revises the Contract for Biosolid Removal dated March 30, 2015 between the City of Ukiah and Ukiah Waste Solutions, as follows.

1. Contract price: Unit price will be revised from \$52.00 per ton to \$54.00 per ton.
2. Contract Term: Contract term has been extended to December 31, 2020.

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

UKIAH WASTE SOLUTIONS

BY: _____

DATE: _____

PRINT NAME: _____

CITY OF UKIAH

BY: _____

DATE: _____

SAGE SANGIACOMO, CITY MANAGER

ATTEST

BY: _____

DATE: _____

KRISTINE LAWLER, CITY CLERK



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Terminate Existing Contract with Muni Services, and Negotiate and Execute a Contract for Sales, Use and Transactions Tax Auditing and Management Services with HDL Companies, and Adopt a Resolution of Confidentiality Authorizing HDL's Access to the Confidential Database

DEPARTMENT: Finance **PREPARED BY:** Mary Horger, Financial Services Manager

ATTACHMENTS:

1. HdL Proposal, 3-21-19
2. RESO Sales_Use_Transactions-MAIN-CITY

Summary: Council will consider authorizing the City Manger to terminate the existing contract with Muni Services and negotiate and execute a contract for sales, use and transactions tax auditing and management services with HdL Companies, and consider a corresponding resolution of confidentiality authorizing HDL's access to the confidential database.

Background: Since 1992, the City has had a contract with Muni Services to provide sales tax audit and information services. Within the last few years, the quality of service has not met the City's expectations.

Discussion: Muni Services and HDL Companies are the only two companies in California that provide tax auditing services. A proposal was requested from HDL Companies (please see Attachment 1) to provide sales, use and transactions tax auditing and management services.

The scope of services proposed include:

1. Sales and Use Tax Service: Reviewing tax payment errors that result in underpayments of tax to the City of Ukiah.
2. Sales and Use Tax Management Services: Includes access to HDL database, reports and training; budget projections and monitoring; a use tax maximization program; economic development benefits, legislative updates, and consultation services.
3. Transactions Tax Services: Analyze transactions and use tax to identify potential misallocations and deficiencies, create a detailed economic analysis, project and monitor tax revenues, provide management support, as well as access to a web-based sales tax system to facilitate analysis and report preparations.

The proposed fee for the sales tax audit services is 15% of all new sales and use tax revenue received by the City (including reimbursement from the sales and use tax compensation fund outlined in Section 97.68 of the Revenue and Taxation Code) as a result of audit and recovery work performed by the firm. This is 10% less than what the City has been paying in the past. This audit fee applies to monies received in the first eight consecutive reporting quarters beginning with the receipt of the audit revenue and includes retroactive back quarter adjustments obtained by HdL.

For the sales and use tax management services, the cost is \$250 per month, which includes one delivery

meeting per year.

For transactions tax services, the firm will monitor and report on this additional revenue source at the City's option for \$100 per month. A separate resolution of confidentially authorizing HDL's access to the confidential database is required. Please refer to Attachment 2. HDL's service would also include auditing the transactions and use taxes - the charge for this would be a 25% contingency fee against retroactive adjustments only.

It is staff's recommendation to authorize the City Manager to terminate the existing contract with Muni Services, and negotiate and execute a contract for sales and transactions tax auditing and management services with HDL companies, and adopt resolution of confidentiality authorizing HDL's access to the confidential database.

Recommended Action: Authorize the City Manager to terminate the existing contract with Muni Services, and negotiate and execute a contract for sales, use and transactions tax auditing and management services with HdL Companies, and adopt resolution of confidentiality authorizing HdL's access to the confidential database.

BUDGET AMENDMENT REQUIRED:

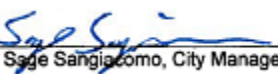
CURRENT BUDGET AMOUNT:

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Daniel Buffalo, Finance Director

Approved: 
Sage Sangiacomo, City Manager

City of Ukiah

**PROPOSAL FOR
SALES, USE AND TRANSACTIONS
TAX AUDITING AND MANAGEMENT
SERVICES**

March 21, 2019

HdL[®] Companies

SUBMITTED BY

HdL Companies
120 S. State College Blvd., Ste 200
Brea, CA 92821
hdlcompanies.com

CONTACT

Andy Nickerson
T: 714.879.5000
E: anickerson@hdlcompanies.com

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I. LETTER OF TRANSMITTAL

March 21, 2019

Daniel Buffalo, Finance Director
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

RE: Sales, Use and Transactions Tax Services

Dear Mr. Buffalo,

As President of Hinderliter, de Llamas and Associates (HdL), I currently have over 25 years of experience working with local agencies on proactive programs for revenue enhancement, business cooperation, revenue forecasting and analyzing legislative proposals that would impact local agencies receipts of taxes and fees.

Founded in 1983, HdL has been providing revenue management, economic development and tax advisory services to California local governments for 35 years. We currently serve over 500 local governments and have recovered more than \$2 billion in revenue for our clients. Our team of professionals has extensive finance, economic development, and local government experience. We use this expertise to analyze the City's tax data in detail and provide relevant, useful and timely information to support your financial strategies, business retention/expansion programs, tax administration and regulatory compliance needs. Our highly focused and accurate budget forecasts have proven to be particularly valuable for financial planning.

HdL's approach to maximizing local revenues offers the following advantages:

- Immediate and seamless transition without loss of historical data or interruption in audit, reporting and support activity.
- A "fresh" look at revenue collections coupled with advanced technology and processes that consistently finds allocation errors and revenue opportunities missed by other firms.
- HdL's sales and use tax forecasts that result in estimates that fall within 1% of actual receipts two-thirds of the time.
- A sophisticated economic support program providing special reports and data to assist the City in monitoring and leveraging existing economic programs, identify new revenue opportunities and maximizing use tax revenues.
- Relevant, timely and ongoing staff support by a team with decades of experience in municipal finance and budgeting, economic development and maximization of sales and use tax revenues.
- The largest and most complete sales tax database in California structured in a manner to allow more thorough revenue audits, accurate budget forecasts and identification of emerging economic trends and opportunities.

- A user-friendly web-based sales tax application and reporting capability that provides clients with immediate and convenient access to the most up-to-date sales tax information available.
- An unparalleled reputation for providing quality services promptly and efficiently. A review of our performance with the included references will affirm HdL's reputation for providing business-friendly and cost-effective recovery of misallocated or uncollected revenues, as well as, timely and relevant reports, analysis and management support

Thank you for the opportunity to present this proposal to the City of Ukiah. We look forward to reviewing the proposal with you in more detail and demonstrating how HdL can enhance the City's bottom line. Please feel free to call if you have questions or need additional information. I can be reached at 714.879.5000 or by email at anickerson@hdlcompanies.com.

Sincerely



Andy Nickerson

II. QUALIFICATIONS

A. Company History and Qualifications

Founded in 1983, HdL Companies was established to maximize local government revenues by providing a variety of audits, analytical services and software products. Hinderliter, de Llamas and Associates (HdL), a 100% employee owned company, provides audit and consulting services for sales, use and transaction taxes. The firm developed California's first computerized sales tax management program and was responsible for securing legislation (AB 1611) that allowed independent verification of state allocations. In 1990, HdL Coren & Cone was established to provide audit and information services related to property taxes. The third affiliated company, HdL Software, was formed in 1996 to provide a variety of innovative software processing tools for business licensing, and other city revenues. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states.

HdL maintains the largest privately held sales, property and business tax databases in California. The firm constantly improves and enhances the California Department of Tax and Fee Administration (CDTFA) raw registration data by correcting addresses and business names, differentiating brick and mortar retailers from business to business and online taxpayers and adding new business classifications to better identify emerging trends and economic opportunities. This highly enhanced database includes 6 years of the City of Ukiah's sales tax history and serves as the base for identifying emerging economic trends and developing budget projections that take those trends into account.

The database also includes constantly updated registration data for every seller in California, allocation data for 502 of the state's 538 agencies and 147 transactions tax districts, business license data for 668,000 businesses, property tax data for every jurisdiction in the 38 largest counties, a constantly updated automated telephone directory for all of California and thousands of business contacts developed through three decades of audit and business development activity.

HdL monitors an annual sales tax base of \$4.9 billion on behalf of California clients that encompasses incredibly complex industrial, e-commerce, inventory/delivery, and out-of-state sales and use tax issues. The Company submits an average of 6,000 errors for correction each year with a total value generally ranging from \$40 million to \$50 million. To date, HdL has recovered a cumulative total of \$2 billion in new sales and use tax revenues for client agencies.

Hinderliter, de Llamas and Associates is proud to have served local governments and special districts for over 35 years. During that span of time, HdL has grown from one employee to over 100 employees. In 2007, HdL's employees purchased the corporation from the founding partners and the company is now 100% employee owned. This structure provides every employee a personal investment in serving our clients. Rather than focusing on short-term quarterly profits to appease stock market investors, our employee-owners believe in a long-term strategy of continually investing in new technology, databases and service upgrades to support our client's needs for precise auditing, budgeting and economic information. This approach has led to the steady long-term growth, financial stability, capacity and resources that Ukiah requires from its vendors.

The firm goes beyond audits by using its databases and expertise to help clients expand their revenues by identifying economic voids; finding local companies that can restructure the way orders are taken to increase local tax revenues; ascertaining opportunities for expanding use tax from construction projects; seeking prospects for direct payment permits and purchasing corporations and by providing staff expertise to support a proactive and effective approach to short and long term fiscal and economic planning.

HdL is a Corporate Partner of the League of California Cities and California State Association of Counties and works extensively with the State Association of County Auditors, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.



B. The HdL Advantage

The **HdL Advantage** includes:

Exceptional Personnel: The HdL team is vested in your success. We are 100% employee owned and view your success as our success. Many of our key employees previously served local government agencies in positions of strategic management, and have extensive experience in economic development, finance and revenue collection. We use a team approach to serving our clients, so that there is always someone available to take your questions during our normal business hours of 8:00 am – 5:00 pm.

Comprehensive Business Friendly Compliance Services: HdL has the largest sales tax database outside of the California Department of Tax and Fee Administration, allowing for a “fresh” look at revenue collections. This advantage coupled with the firm's advanced technology and processes consistently finds sales and use tax allocation errors and revenue opportunities often missed by other firms. HdL's superior databases and technology deliver cost-effective local tax compliance services, ensuring that businesses subject to taxation are identified and brought into compliance. HdL's processes rely on a business-friendly education centric methodology, which maximizes City revenues while maintaining positive relations with the business community.

Accurate Forecasting: HdL has developed a comprehensive, detail-oriented method for projecting and monitoring client sales and use tax revenues that has proved to result in estimates that fall within 1% of actual receipts two-thirds of the time.

Insightful Reports and Timely Services: HdL's analysis is done in context with the surrounding market region to better identify retail trends, voids and economic development opportunities. The firm's sophisticated economic support program provides special reports and data to assist the City in monitoring and leveraging existing economic development programs, identifying new revenue opportunities and maximizing use tax revenues.

Easy-to-Use, Powerful Software: Our web-based sales tax application is user-friendly, and offers clients immediate access to current and historical sales tax data and reports. Quarterly reports are available on the website within 5 days of receiving the Quarterly Data Report from the California Department of Tax and Fee Administration. Our local tax software is the most powerful and flexible solution available, designed from the ground up for local taxes such as business license tax. All software systems are regularly enhanced through close collaboration with HdL's broad client base and in response to the ever changing legislative and technology landscapes.

Seamless Transition: As recent converts will attest, switching to HdL is seamless without any loss of historical data or interruption in audit, reporting and support activity.

III. KEY PERSONNEL

Sales, Use and Transactions Tax Services Team

HdL retains a staff of over 70 trained and experienced specialists for performing audits, analysis and software support. Below is a current listing our sales tax management team:



Andrew Nickerson – President

Andy Nickerson possesses over 25 years of experience working with cities, counties and special districts on programs to enhance tax revenues, ensure regulatory compliance and provide accurate revenue forecasting and financial planning. Throughout his career he has been instrumental in guiding market expansion and new product development for the HdL Companies. In his tenure as President/CEO of HdL, Andy has led this employee owned company from an established regional firm to a multi-state, multi-service corporation admired for its commitment to quality and client service. With a broad range of experience in leadership, finance, public policy, and taxation Andy is a trusted adviser to local government leaders and is known for possessing high standards for responsiveness, accuracy and integrity. Throughout his career, he has been involved in various municipal organizations including The League of California Cities, California Society of Municipal Finance Officers, State Association of County Auditors, California State Association of Counties, Texas Municipal League and Government Finance Officers Association. Mr. Nickerson earned a Bachelor of Science degree (Finance & Real Estate Law) from California State Polytechnic University, Pomona.

Sales, Use and Transactions Tax Management Team

Our sales and use tax principals will provide the City of Ukiah with sales tax, budget and revenue management services. The team will advise the City on economic development opportunities, including analyzing the City's sales tax data for presentations and preparing sales and use tax revenue estimates of various terms up to five years. They will also meet with City staff quarterly to present the City's reports and address any issues or concerns.

Providing these services to the City are:



Ken Nordhoff – Principal

Mr. Nordhoff has over 25 years of local government experience in various leadership roles, including Administrative Services Director, Assistant City Manager and more recently as City Manager in San Rafael and Walnut Creek. During his tenures, he was responsible for a broad range of budget, financial management and long-range fiscal planning functions. His experience includes strategic planning and economic development, plus serving on various regional JPA Boards. Prior to his local government service, he spent several years in the private sector as a Certified Public Accountant conducting municipal audits. As an active member of the League of California Cities, he is a former City Manager's Department Officer, recipient of the prestigious John H. Nail award and has served on the Revenue and Taxation Policy Committee. He holds a Bachelor's degree from California State Polytechnic University, Pomona in Accounting.



Susie Woodstock – Principal

Ms. Woodstock has been a municipal executive for more than 25 years with experience in finance, accounting, engineering and public works. Most recently she was the Administrative Services Director at the City of Newark where she oversaw accounting, IT, waste management and recycling. With Professional Engineer Certifications in the states of California and Washington, she was also the Public Works Maintenance Superintendent at the City of Newark, a development engineer at the City of Fremont and a bridge engineer in Spokane, Washington. Susie is also a member of the California Society Municipal of Financial Officers (CSMFO) and Government Finance Officers Association (GFOA). Ms. Woodstock earned a bachelor's degree in civil engineering from California State University, Chico and a second bachelor's degree from Whitworth University in Organizational Management.



Wayne Padilla – Principal

Mr. Padilla has over 31 years of public sector experience having served in management positions in the cities of Madera, Chowchilla, Modesto, and San Luis Obispo. He possesses a wealth of knowledge covering municipal finance, city governance and budgeting and is still sought after to advise local governments on various issues. Mr. Padilla holds a Bachelor's degree in Accounting from California State University, Fresno and has been active in municipal affairs at regional and state levels. He began his career working in the government audit section of KPMG Peat Marwick and became a Certified Public Accountant in 1989.

Audit Services Team

Our Director of Audit Services and Associate Director of Audit Services have over 35 years combined experience auditing local tax, place of sale and CDTFA administrative issues. The firm has continually adapted to legislative changes, CDTFA regulation changes, and technology advances and will utilize these tools for the City of Ukiah. HdL has an audit team in place that is very well trained and familiar with the state regulations and guidelines concerning tax reporting for the City.



Matt Hinderliter – Director of Audit Services

Mr. Hinderliter leads HdL's Audit Service Team. He joined the firm in 1990 after receiving his Bachelor of Arts degree in Business Administration from California State University, Fullerton, and during his 28-year tenure has directly participated in all aspects of the HdL's comprehensive audit program. This includes field canvasses, in-house analysis of quarterly distribution reports and county pool data, and the presentation of appeals before the CDTFA legal division and the elected Board members. Mr. Hinderliter is the author of an extensive audit training manual, including in-depth information regarding complex point of sale issues, as well as updates regarding proposed changes in legislation and regulations. He created the State's first multi-dimensional audit process, which includes extensive in-house data mining and web-based analysis combined with field surveys. As Director of the Audit Team, he is responsible for quality control, and for ensuring that HdL's audit techniques and programs remain at the industry's leading edge through continuous innovation and improvement.



A.P. Mehta – Associate Director of Audit Services

Mr. Mehta is the lead analyst for the audit services team. He works closely with the Director of Audit Services on operational and management aspects of the team, supervises and trains audit team members and is a principal liaison with CDTFA Allocation Group staff. Mr. Mehta holds a Bachelor of Science degree in Business Administration from California State Polytechnic University, Pomona.

Production Services Team

Our Production Team insures that the data from the California Department of Tax and Fee Administration is processed in an accurate and timely manner and is available to the City on our sales tax web application. The team is responsible for running the reports that are delivered at meetings with the City staff, as well as processing any special report requests.



Robert Gray – Director of Information Technology

Mr. Gray serves as Director of Information Technology and has been with the firm since 1996. He has extensive experience in the design, development, implementation and support of software systems for local government. To date, he has played a key role in the design of eight software systems and approximately 200 successful implementations of those systems. He earned a Bachelor of Science degree in Computer Science and a Master's degree in Business Administration from Azusa Pacific University.



Mary Hubbell – Manager of Data and Client Support Services

Ms. Hubbell supervises the conversion of the California Department of Tax and Fee Administration sales tax data to HdL's proprietary software and its subsequent translation into various client reports. She assists with client technical support and is responsible for the production of client newsletters and reports. Ms. Hubbell received a Bachelor of Science degree in Administration and Marketing from the University of Arizona.

IV. SCOPE OF SERVICES

A. Sales and Use Tax Services

Using confidential taxpayer records as authorized by Revenue and Taxation Code Section 7056, HdL will find and correct errors that result in underpayments of tax to the City of Ukiah. The firm will employ a series of analyses, comparisons with other data sources and physically canvassing the City to find, document and submit for correction all taxpayer errors that result in lost City revenue or could result in lost revenue in the future. When errors are found, HdL staff will promptly file claims for their correction following CDTFA procedures and regulations. Thereafter, HdL will diligently work with the CDTFA to ensure the prompt recovery of all escaped revenues. Documentation of errors will be regularly provided to the City.

In conducting these activities on behalf of the City, HdL will provide reports that accurately depict the City's sales tax base, use tax collections and revenues. All reports, graphs, tables and revenue forecasts are designed to enhance the City's capacity to plan for, expand and manage its various sales use and district tax revenues. Reports identifying and comparing the retail composition of various sub-geographic-areas of the City will also be provided.

1. Audit Method and Approach

To achieve the highest audit and recovery results, HdL employs the following audit techniques and programs:

a. Identification of Errors and Revenue Maximization Opportunities

Field Surveys: Field inventories of the City's business and industrial areas are conducted every 10-12 months to identify businesses located within the City that appear to be under-reporting revenues or are not on the CDTFA allocation rolls. Specially trained field auditors, using the latest in mapping, GPS and digital recording technology, document not only the existence of sales tax producing businesses but also any relevant factors such as size, presence of a large stock of goods, will-call windows and any specific references to sales activity. This process identifies a wide range of registration errors including erroneous consolidation of multiple outlets, misreporting of point of sale from an erroneous location and delays in reporting new outlets.

Tax Area Code (TAC) Review: HdL reviews every active account on the CDTFA's allocation rolls reporting \$50 or more in local tax to ensure proper TAC assignment. Government and private sector property tax, mapping and GIS databases are used extensively in this process. These programs are important because physical canvassing will not reveal businesses with missing or incomplete signage, or those that are home-based. A complete TAC review is performed at least once every 9-12 months.

Deviation Assessment: Each quarter, HdL applies proprietary queries and analyses to its statewide allocation database to identify *all* accounts for which there has been a substantial change in allocation pattern. HdL's database, unmatched in size, comprises over 99.8% of all sales and use tax transactions in California and allows for the most comprehensive audits in the state.

The review is applied to direct allocations and to the county pools and allows for a much broader view and understanding of what has happened in any given quarter. Well-founded leads are quickly extracted from this process, often without the need for time-consuming manual reviews of taxpayer files. This allows for faster processing and less time used for preparing submittals. This in turn lowers recovery fees by reducing the amount of prior quarter revenue requiring redistribution.

Use Tax Errors and Opportunities: HdL analyzes the use tax allocation pools of the 58 counties and the state each quarter to identify instances where a taxpayer may have misidentified a transaction as use tax rather than sales tax. Further specialized reviews and techniques are employed to identify direct allocation opportunities of local use tax. CDTFA Regulation 1802(d) allows for direct allocation of local use tax on qualifying individual sales or purchases over \$500,000. Out-of-state and foreign-based companies in particular often have large transactions that meet the criteria for direct allocation under this section. Under Regulation 1699.6, businesses and organizations (including local government agencies) with aggregate purchases subject to use tax of least \$500,000 per year can apply for a Use Tax Direct Payment Permit, allowing for direct allocation of the corresponding local share. Finally, under a resolution adopted in December 1994, a construction contractor who enters into a contract equal to or greater than \$5,000,000 may elect to obtain a sub-permit for the jobsite resulting in a direct allocation of local use tax to the jurisdiction where the jobsite is located.

Regulation 1699 Evaluations: CDTFA Regulation 1699 controls when and where a permit should be issued to a given business location. Wholesalers, contractors, processors, manufacturers, and other non-retail businesses that do not normally sell merchandise often conduct occasional sales, self-accrue use tax or are levied deficiency assessments by the state. HdL uses proprietary methods for finding companies that should be taking out permits so that those revenues are allocated to the City.

b. Recovery of Misallocated Revenue

Development of Correction Data: Preliminary lead lists developed through the audit programs are further refined using a variety of programs and databases to reduce the need for taxpayer contact. Companies remaining in the audit database are then contacted by a specialized audit unit whose members are specifically selected and trained to interview tax preparers and marketing, warehouse and management staff. ***Taxpayer interviews are always conducted in a business friendly, non-intrusive manner that emphasizes cooperation and protection of confidentiality.***

Documentation: Telephone contacts are often accompanied by a written follow-up questionnaire concerning business activities, a specific one-time transaction or a written confirmation of our findings. This documentation is always filed with the petition to minimize CDTFA processing time. Solid documentation and follow-up lower client fees by reducing the number of quarters requiring retroactive adjustment and ensures faster recovery of misallocated revenues.

City Review: To avoid potential conflicts with a City's in-house audit efforts, HdL provides a list of misallocated or under-reporting businesses for City officials to review and authorize prior to any invoicing. This line item, account-level approval process is an important step in eliminating any misunderstandings or disagreements regarding what may be considered a valid audit "find."

Preparation and Submittal of Corrections: Petitions are prepared (CDTFA Form 549-S or 549-L) that notify the CDTFA the existence and nature of the misallocation. All relevant and available supporting documentation is included. Copies of all transmittal forms and correspondence with the CDTFA and taxpayers are sent to City staff.

Continuous Follow-up: HdL employs a full-time case manager whose responsibility is to monitor and follow-up on case inventory. An aging report is updated and reviewed on a monthly basis and the appropriate follow-up is initiated on cases that are taking an inordinate amount of time to correct. This follow-up emphasizes partnership and cooperation with CDTFA Allocation Group staff. HdL's continuous efforts to check on the status of submittals are made to ensure that corrections are being pursued. Timely follow-up on cases reduces the time it takes for the City to recover its revenue.

Appeals: HdL cases are thoroughly researched, vetted and documented *prior to* submittal. This ensures the fastest possible processing times and reduces the number of cases that are initially disclaimed and must be further researched and defended through a very lengthy CDTFA appeals process. Nearly all HdL cases are resolved favorably at either the first or second levels of the CDTFA petition process described in Regulation 1807. HdL has cultivated close working relationships with the CDTFA Appeals Division. When an appeal is required, HdL has the necessary expertise and access to competently and aggressively represent client interests. Having many cases on appeal may be presented by some vendors as evidence of a more sophisticated and aggressive audit program. It should be viewed, however, as an indication that inadequate supporting documentation tends to require more case appeals and lead to otherwise unnecessary procedural delays.

c. **Track Record**

HdL is effective in recovering misallocated revenue for client agencies in 97% of all cases submitted to the CDTFA. The small number of cases that do require an appeal is evidence of HdL's thorough research and the quality of the well-documented information included to support claims.

B. Sales and Use Tax Management Services

a. **HdL Database, Reports and Training**

HdL maintains Ukiah's detailed sales tax data back to 2013 and will provide City staff with unlimited access to its quarterly updated web-based sales tax system to facilitate "in-house" analysis and printing of reports. The system allows City staff to search, print and export their sales tax data for a variety of financial, management and planning functions.

The system provides the ability to search all sales tax producers in the City by business name, address, CDTFA account number and current or historical sales tax allocations. The web application also provides access to the City's archived quarterly sales tax reports. Data is easily queried and exported to either comma delimited or native Excel formats, allowing for convenient use with standard applications such as the Microsoft Office suite. The web application is accessible from all major operating systems, internet browser platforms, and device types (laptop, tablet, PC, mobile). The City's archived quarterly sales tax reports can also be accessed through the online sales tax application.

HdL's geo-area feature supports use of address ranges, which ensures the inclusion of all appropriate CDTFA registrations and allows City staff to create and modify geo-areas without a separate GIS system. HdL also supports interfacing with the City's GIS by including accurately geocoded latitude and longitude for each business. This data can include all data fields including historical allocation information and can be quickly exported by City staff on demand using HdL's Sales Tax Web Application. Additionally, City created shape files can be used to define a Geo-area, which would identify related businesses by latitude and longitude.

Training on use of the software and ongoing upgrades is provided at no additional charge.

Quarterly sales tax reports are provided on both a cash and adjusted basis. Cash reports reconcile to CDTFA payments and are necessary for any revenue sharing agreements that the City might have in place. The adjusted reports shift payment aberrations (double-up payments, CDTFA audit adjustments, etc.) into the quarter where the sales occurred to accurately show the City's true economic trends. The quarterly sales tax data will be presented in reports for major sales tax producers by both rank and category, analysis of sales tax activity by category, business or areas specified by the City.

HdL's quarterly sales tax reports include a listing of top sales tax producers and comparisons with both regional and statewide trends. Retailer information is provided in grouped form or in business by business detail. Quarterly information will also include tables that track year-to-date receipts and show comparisons with past periods to measure progress toward achieving the City's annual budgeted revenue amount. HdL staff also prepares sales and use tax projections for proposed development projects, responds to technical questions relating to CDTFA processes and regulations, and monitors revenue sharing agreements.

HdL's services are superior to other vendors because the firm provides data analysis instead of bound stacks of raw data printouts. The analysis is done in context with regional market areas, countywide and statewide trends to better monitor and compare the City's economic performance by business category and geographical area. A non-confidential newsletter is included to support management's efforts to inform and engage the public.

Analysis of sales and use tax data and presentations to City staff are led by seasoned professionals, whose experience and knowledge adds value by identifying emerging retail trends, business retention needs, leveraging of economic clusters and reviewing successes in client jurisdictions with similar characteristics. HdL staff also prepares sales and use tax projections for proposed development projects, responds to technical questions relating to CDTFA processes and regulations, and monitors revenue sharing agreements.

b. Budget Projections and Monitoring

HdL has developed a comprehensive, detail-oriented method for projecting and monitoring client sales and use tax revenues that has proved to result in estimates that fall within 1% of actual receipts two-thirds of the time. Initial and mid-year projections are made by factoring out payment aberrations that skew the base revenue and factoring in known changes such as new or closed businesses. HdL also incorporates information from over 90 economic sources as well as information gathered from client meetings to develop economic factors to apply to individual retail business segments; the results are combined into a single estimate of anticipated revenue. HdL further enhances its projections by contacting builders of large-scale development projects to better time and estimate the value of potential use tax payments into its estimates. **Five-year forecasts are also provided.**

c. Use Tax Maximization Program

Major construction projects and even ongoing business operations often generate significant use tax revenues from purchases of machinery, equipment and other fixed assets. HdL has worked with numerous clients to ensure that use tax from manufacturing and assembly plants, food processing, cold storage facilities, power/energy projects, medical, research and technical facilities, oil fields/refineries and extraction/mining industries are properly allocated to the host jurisdiction.

HdL's sales tax team includes a staff of specialists who review new business startups that might present potential self-assessed use tax opportunities, meets with contractors to advise on sub-permits and reporting procedures and provides materials and advice on purchasing companies and direct payment permits. The firm monitors major construction projects to make sure that any use tax generated is properly allocated to the job site's host jurisdiction.

When brought into a project early, HdL assists clients with inserting provisions in conditional use permits and development agreements to guarantee that use tax maximization procedures are followed and monitors projects and subcontractors to make certain that sales tax is properly allocated back to the client jurisdiction. Direct payment permits and purchasing corporations can sometimes be utilized where conditions offer mutual opportunities for the client agency to capture additional sales tax revenues and the participating company can increase control of sales and use tax liabilities.

d. Economic Development Benefits

When properly refined and organized, sales tax data analysis is an important tool for strengthening and expanding local economies. The data shows companies that are growing and may need expansion space and should be contacted as part of an agency's business retention program.

When broken out geographically, the data produces patterns of industries that potentially share common customers, suppliers, technology and labor and therefore offer opportunities for attracting new businesses. The data further exposes retail areas that may be over saturated in some retail segments while also identifying voids and opportunities for additional retail development.

Although numerous companies and agencies use the CDTFA's published data as a basis for analysis, the results are usually inaccurate and misleading due to address and business categorization errors in the data. To correct those deficiencies, HdL performs data validation and scrubbing techniques on an ongoing basis, fixing business addresses and re-categorizing merchants to differentiate brick and mortar retailers from "business to business" suppliers and on-line retailers.

The company further creates and groups businesses into additional categories and classifications, not provided by the CDTFA, to better track new and emerging economic trends. Samples include the breaking out of biotech/medical suppliers, online fulfillment centers, alternate energy and utility providers, wineries and marijuana dispensaries. This focused approach to data management allows agencies to more accurately compare the impact of trends in their jurisdiction with state and regional trends. On a regional basis, it also allows for the identification of true economic voids and opportunities to expand the City's tax base.

Accurate addressing allows for improved performance monitoring and comparison of specific economic areas such as shopping centers, downtown districts and auto malls with similar projects throughout California.

In addition to using our large database, HdL's principals leverage their experience analyzing client data throughout California to identify new trends and developments that might help other clients. The service includes analyses to identify retail voids and opportunities and an annual publication of retailers seeking expansion in the region and state.

e. Legislative Updates

HdL prepares Legislative Updates for clients to keep them informed on any changes that may impact local revenues. The firm also provides Issue Updates which are similar in nature but deal with specific issues such as Sales Tax Participation Agreements. Each issue is presented in detail so that Agency staff is better equipped to handle questions on that topic from their community leaders.

The firm also retains Rebecca Marcus as a lobbyist to represent client interests in matters before the CDTFA and the state legislature. With over 20 years of experience in state and national politics, Rebecca has developed the necessary institutional knowledge and established relationships to effectively advance clients' interests in Sacramento.

As a Chief of Staff for 13 years in the California State Assembly for several distinguished Members including Assembly members Mark Stone, Mike Feuer and Johan Klehs, Rebecca successfully advanced legislation across a diverse array of policy areas. As a result, over 100 of these Members' bills became law ranging from landmark green chemistry legislative to a transformative transportation tax.

f. Consultation

Quarterly, a principal of the firm analyzes the City's data in detail and meets with appropriate City officials to review trends and discuss and make recommendations regarding the budget implications of the year's data.

HdL also serves as “on-call” staff to provide sales tax estimates for proposed projects, assist with budget projections and answer sales and use tax questions related to economic development, budgeting and related revenue collection. When requested by the City, principals also meet with committees of the City Council and other groups to explain sales tax regulations and their importance to the City’s tax base.

HdL will, when requested by the City, conduct technical seminars for City personnel on California sales and use tax processes. To support in-house efforts to maximize use tax, the seminars will cover the fundamentals of direct payment permits, purchasing corporations and maximizing “use tax” from construction projects.

HdL maintains close and positive relationships with members of the CDTFA and staff to quickly resolve policy issues unique to individual clients. The firm also advocates regulation and legislative changes when they are of benefit to all clients. Examples are the Company’s work in the change of allocation of “use tax” for major construction projects, securing an Executive Order from the Governor to allow publishing of top taxpayers in public documents and the introduction of the problem of “point of sale” for warehouses to the CDTFA.

B. Transactions Tax Services

1. Transactions and Use Tax Audit Program

The following services would be performed by our audit team members under the direction of our Director of Audit Services.

Once data from the City’s transactions tax is uploaded and processed, several sophisticated and proprietary queries and analyses would be applied to identify potential misallocations and deficiencies. These processes are supported and supplemented by HdL’s Bradley-Burns Local Sales and Use Tax database, which includes account-level registration and allocation data for all of Mendocino County (incorporated cities and the unincorporated area) dating back to FY 2012-13. The HdL database also includes both historical and current transactions tax data for over 160 individual districts.

The size and quality of HdL’s database is the optimal foundation for a review of City of Ukiah transactions and use tax data and the basis for a thorough search for deficient or misallocated tax payments.

Our unmatched database allows for quick generation of exception or “lead lists”. It also lends legitimacy to requests for information and enhances taxpayer cooperation when HdL can demonstrate that it already has specific information from the taxpayer’s sales and use tax returns. Once a target list of potential point of sale/delivery/use errors is developed, senior auditors, who are experienced in taxpayer outreach, contact the appropriate company personnel in sales, operations and accounting to determine if a reporting error exists.

A thorough initial audit will be supplemented by ongoing reviews of quarterly distribution reports as new data is released. All countywide payments, including direct allocations, county pool distributions and deficiency assessments will be compared to the City’s transactions tax distributions to isolate all potential opportunities for revenue recovery.

The administrative process for recovery of *misallocated* transactions tax revenue (i.e. revenue credited in error to the wrong district) is governed by the California Department of Tax and Fee Administration (CDTFA) Regulation 1828. Section (e) of this regulation limits redistributions to two quarterly periods prior to the quarter in which CDTFA is made aware of the error. Recovery of *deficient* payments is limited by Section 6487 of the Sales and Use Tax Law to three years after the return is filed.

HdL remains cognizant of these statutes during both initial and ongoing reviews and will target all missing revenue within reach. HdL's audit team will also file all necessary documentation with CDTFA on a timely basis to secure the earliest possible date of knowledge. A full-time case manager actively monitors all outstanding claims and follows up with appropriate CDTFA staff as necessary to ensure prompt correction.

Negative findings will be researched and further documented and pursued following all guidelines and deadlines stipulated by Regulation 1828. This includes formal appeals to the Sales and Use Tax Department, the Appeals Division and when/if necessary the elected Board Members.

Invoicing on audit claims will include all necessary and relevant detail to allow for quick and easy validation of claims with minimal disruption to City staff. A Work Authorization detailing audit findings and submittals to CDTFA prior to any invoicing can be provided at the option of City staff. All billings are easily verified through HdL's paper trail, CD responses and our web-based sales tax application.

2. Transactions and Use Tax Management Program

The following services would be performed by our team of sales tax principals, production team and assisted by our IT department.

a. Economic Analysis

Although numerous companies and agencies use the CDTFA's published data as a basis for analysis, the results are usually inaccurate and misleading due to address and business categorization errors in the data. To correct those deficiencies, HdL scrubs the data on an ongoing basis, fixing business addresses and re-categorizing merchants to differentiate brick and mortar retailers from "business-to-business" suppliers and on-line retailers.

The company further creates and groups businesses into additional categories not provided by the CDTFA to better track new and emerging economic trends. Samples include the breaking out of biotech/medical suppliers, online fulfillment centers, alternate energy and utility providers, wineries and marijuana dispensaries. This focused approach to data management allows agencies to more accurately compare the impact of trends in their jurisdiction with state and regional trends.

In addition to a comprehensive database, HdL's principals use the intelligence gleaned from quarterly sales tax meetings with over 300 agencies to identify new trends and developments that might help other clients. The firm's bi-weekly Headlines e-news service is included to keep clients informed of trends and developments that may impact individual and regional economic strategies and goals.

b. Budget Projections and Monitoring

HdL has developed a comprehensive, detail-oriented method for projecting and monitoring transactions tax revenues. The state's economic base is divided into seven major economic segments. Initial and mid-year projections are made for each category by eliminating payment aberrations and including recent revenue impacts such as newly opened or closed businesses. HdL also incorporates information gathered from over 90 industry sources and from its quarterly client meetings across the state of California; the results are combined into a single estimate of anticipated revenue. HdL's historical approach, which has been well-received by its clients, has been to provide each client a single "most-likely" budget estimate and to stand-by that budget projection, explaining variances when they occur. HdL has an excellent track record in supporting its clients in this way and of providing accurate estimates.

Clients generally prefer this approach over a budget range, which often puts staff of client agencies in the difficult position of having to choose a single point estimate from what can often be widely dispersed options. Of course, HdL can provide three-different scenarios if that best meets the needs of the City of Ukiah and HdL will take the time to explain the factors that went into each of its estimates to help staff make the most informed budget decision possible.

HdL further enhances its projections by contacting builders of large-scale development projects to determine the estimated timing and value of potential construction related revenue in its estimates. Five-year forecasts are also provided.

c. Management Support

HdL will establish a consistent liaison with City of Ukiah coordinator and define logical checkpoints for reviewing progress towards the agreed upon objectives. Each quarter, a principal of the firm will analyze the City of Ukiah transactions and use tax data in detail and meet with appropriate officials to review trends and make recommendations regarding the economic and budget implications of that quarter's data.

HdL serves as "on-call" staff to provide transactions and use tax estimates for proposed projects and prepare budget projections. When requested, principals also meet with committees of the Board to explain transactions tax regulations and their importance to the City of Ukiah's tax base.

HdL maintains close and positive relationships with CDTFA Board Members and staff to quickly resolve policy issues unique to individual clients. The firm also advocates regulation and legislative changes when they are of benefit to all HdL clients. Examples are the firm's work in the change of allocation of "use tax" for major construction projects, securing an Executive Order from the Governor to allow publishing of top taxpayers in public documents and the introduction of the problem of "point of sale" for warehouses to the CDTFA.

d. Reports, Transactions Tax Website and Training

Within one week of receiving new quarterly data, HdL staff will import the City's detailed transactions and use tax data into its web-based sales tax system to facilitate analysis and report preparations. The system allows City staff to search, print and export their transactions and use tax data for a variety of financial, management and planning functions.

The firm provides the ability to search transactions tax producers by business name, address, CDTFA account number and current and historical allocations. The archived quarterly transactions and use tax reports can also be accessed through the online application. Training on use of the web-based application and ongoing upgrades are provided at no additional charge.

Quarterly transactions tax reports are provided on both a cash and adjusted basis. Cash reports reconcile to CDTFA payments while adjusted reports accurately provide economic trending data. HdL will provide reports on major tax producers and total tax receipts as requested. The data will be presented in reports for major tax producers, by both rank and category, analysis of tax activity by category and business, district or specific areas that the City of Ukiah has specified, analysis of reporting aberrations and per capita and by number of outlet comparisons.

Additional quarterly reports will include reports by major retail outlets, business category, geo area growth and decline comparisons, historical revenue tables and top 100 taxpayer listings.

The firm's quarterly analysis is done in context with regional market, countywide and statewide trends to better monitor and compare the economic performance by business category and geographical area. A non-confidential newsletter is included to support management's efforts to inform and engage the public.

Unlike the Bradley-Burns Uniform local tax which is allocated basically to the "Point of Sale", transactions taxes are to the extent possible collected and allocated only to those residing or physically located within the Agency levying the tax. The difference often creates confusion and difficulties in projecting revenue trends. HdL's reports are designed to overcome these problems and provide clients with accurate revenue projections and planning forecasts.

V. REFERENCES

Sales, Use and Transactions Tax Services – HdL

HdL currently provides sales, use and district tax services in California to 48 counties, 318 cities and 147 transactions tax districts. Please see references below:

City of Calistoga

Project Description: HdL currently provides sales and use tax audit and management services.

Contact: Gloria Leon, Administrative Services Director, 707.942.2800

Email: gleon@ci.calistoga.ca.us

City of Clearlake

Project Description: HdL currently provides sales, use and transactions tax audit and management services.

Contact: Greg Folsom, City Manager

Email: gfolson@clearlake.ca.us

City of Fairfield

Project Description: HdL currently provides sales, use and transactions tax audit and management services.

Contact: Bryan Chua, Budget Officer

Email: bchua@fairfield.ca.gov

City of Lodi

Project Description: HdL currently provides sales and use tax audit and management services.

Contact: Andrew Keys, Deputy City Manager, 209.333.6800

Email: akeys@lodi.gov

City of Novato

Project Description: HdL currently provides sales, use and transactions tax audit and management services, economic development services and cannabis compliance services.

Contact: Michael Antwine, Assistant City Manager, 415.897.4311

Email: mantwine@novato.org

HdL Companies Clients and Services

Legend of Services:

A = Sales Tax Reports
B = Sales Tax Audit
C = Property Tax Services

D = Business License Software
E = Permitting Software
F = Professional Services

G = ECONSolutions
H = Other Services
I = Cannabis Services

Adelanto (B,C,F,H)	Carpinteria(A,B,H)	El Segundo (A,B,C,F)	Indio (A,B,C,E,G,H)
Agoura Hills (A,B,C,D)	Carson (A,B,C,D,I)	Elk Grove (A,B)	Industry (A,B,C)
Alameda (A,B,C,D,H)	Cathedral City (A,B,C,D,H)	Encinitas (A,B,C)	Inglewood (A,B,C,H)
Alameda County (A,B,D,H)	CBRE Group Inc. (G)	Eureka (A,B,C,H)	Inyo County (B,H,I)
Alhambra (A,B,C)	Cerritos (A,B)	Fairfax (I)	Ione (B)
Aliso Viejo (A,B,C)	Chico (A,B,C,F)	Fairfield (A,B,C,D,H)	Irvine (A,B,C,I)
Amador County (H)	Chino (A,B,C)	Farmersville (B,H)	Jackson (A,B)
American Canyon (A,B,C,D)	Chino Hills (A,B,F)	Fillmore (A,B)	Jones Real Estate (G)
Anderson (A,B,D,H)	Chino Valley Independent	Firebaugh (B,I)	Irwindale (A,B,C,D,E)
Antelope Vly E Km (C)	Fire District (C)	Fontana (A,B,C,D)	Jurupa Valley (A,B,C,D)
Apple Valley (A,B,D,G)	Chula Vista (A,B,D,F,H,I)	Foothill Transit (G)	Kennewick, WA (D)
Arcadia (A,B,D,G)	Citrus Heights (A,B,C)	Fortuna (A,B,C,H)	Kern County (A,B)
Arcata (A,B,C,D,H)	Claremont (A,B,C,D,E)	Fountain Valley	King City (A,B,C,D,E,H,I)
Arcata Fire Dist (C)	Clayton (D)	(A,B,C,F,G,H)	Kings County (A,B)
Arroyo Grande (A,B,H)	Clearlake (A,B,H)	Fowler (A,B,D,H)	La Canada Flintridge
Artesia (A,B,F)	Cloverdale (I)	Fremont (A,B,C,D)	(A,B,D,G)
Atascadero (A,B,H)	Clovis (A,B,D,G)	Fresno County (A,B)	La Habra (A,B,C,D,H,I)
Atherton (C)	Coachella (I)	Fullerton (A,B,D,F)	La Habra Heights (C)
Auburn (A,B,D)	Coachella Valley Water Dist	Galt (A,B,G,H)	La Mesa (A,B,D,H,I)
Avalon (A,B,C)	(C)	Garden Grove (A,C,H)	La Mirada (A,B,C,D,G,H)
Azusa (A,B,C,D,E)	Coalinga (B,H)	Gardena (A,B,G)	La Palma (A,B,C,D,H,I)
Bakersfield (I)	Colfax (B,H,I)	Glendale (A,B,C,F)	La Puente (A,B,C,G,H)
Baldwin Park (A,B,C,D,E)	Colma (A,B)	Glendora (A,B,C,F,G)	La Quinta (A,B,C,H)
Banning (A,B,D,G)	Colton (A,B,C,D,E,F)	Goleta (A,B,C,I)	La Verne (A,B,C)
Barstow (A,B,C,H)	Colusa (A,B,C)	Gonzales (A,B,C,H,I)	Lafayette (C)
Barstow Fire Dist (C)	Commerce (A,B,C,D,H)	Grand Terrace (A,B,C,E,G)	Laguna Hills (A,B)
BART (A, B)	Concord (A,B,C,D,F,H,I)	Grass Valley (A,B,F,H)	Laguna Niguel (A,B)
Beach Cities Health Dist (C)	Contra Costa Co. (A,B,D,I)	Greenfield (B,C,H,I)	Laguna Woods (B,G,H)
Beaumont (A,B,C,D,G)	Contra Costa Trans Auth	Gridley (B,E)	Lake County (B,I)
Bell (A,B)	(A, B)	Grover Beach (I)	Lake Elsinore (A,B,C,D)
Bell Gardens (A,B,C,D)	Corcoran (B,H)	Guadalupe (B,H)	Lake Forest (A,B,C,F,G)
Bellflower (A,B,C,D,F)	Corning (A,B,H)	Half Moon Bay (D,F,I)	Lakewood (A,B,C)
Bellingham, WA (D)	Corona (A,B,F)	Hanford (I)	Lassen County (B,H)
Belmont (A,B,C,F,G, H)	Coronado (A,B,C,F)	Hawaiian Gardens	Lathrop (A,B,C,H)
Belvedere (D)	Corte Madera (A,B,H)	(A,B,C,D,G)	Lawndale (A,B,C,D)
Benicia (A,B,C,F,H)	Costa Mesa (A,B,D,H,I)	Hawthorne (A,B,C,H)	Lemon Grove (A,B,C)
Beverly Hills (A,B,C,D,F)	Cotati (A,B,C,H,I)	Hayward (C,D,I)	Lemoore (A,B)
Big Bear Lake (A,B,C)	Covina (A,B,C,F,G)	Healdsburg (A,B,H)	Lewis Management Group
Biggs (B,H)	Crescent City (A,B)	Hemet (A,B,C,G,H)	(G)
Blue Lake (B)	Cudahy (A,B,C,G)	Henry County, GA (D)	Lincoln (A,B)
Blythe (A,B,C,G)	Culver City (A,B,C,H,I)	Hercules (C)	Live Oak (B,C,H,I)
Bothell, WA (D)	Cupertino (A,B,C,F,G)	Hermosa Beach (A,B,C,D)	Livermore (A,B,C,D)
Brawley (A,B)	Cypress (D,F)	Hesperia (A,B)	Livingston (A,B,C,G)
Brea (D,E)	Dana Point (A,B)	Highland (D,H)	Lodi (A,B,G)
Brentwood (A,B,C,D)	Danville (C,D,G)	Hollister (A,B,H)	Loma Linda (A,B,E)
Brentwood, MO (D)	Del Rey Oaks (A,B,H)	Holtville (B,C,H)	Lomita (A,B,F)
Bridgeton, MO (D)	Desert Hot Springs	Hoquiam, WA (D)	Lompoc (A,B,D)
Buellton (A,B,C)	(A,B,C,G,I)	Hughson (A,B,E)	Long Beach (A,B,C,H)
Buena Park (A,B,C,G)	Diamond Bar (A,B,C,G)	Humboldt County (B,H)	Loomis (B)
Burbank (A,B,C)	Dixon (A,B,C,I)	Huntington Beach	Los Alamitos (A,B,C,F)
Burlingame (A,B, H)	Downey (A,B,C,D,H)	(A,B,C,G)	Los Altos (A,B,C)
Butte County (A,B)	Duarte (A,B,G)	Huntington Park	Los Altos Hills (C,F)
Calabasas (C)	Dublin (A,B,C)	(A,B,C,D,F)	Los Angeles County (A,B)
Calexico (A,B,C,H)	East Bay Reg Pk Dist (C)	Huron (B,C)	Los Banos (G)
Calimesa (A,B,G)	Eastvale (A,B,C,G)	Imperial (A,B,C,I)	Lynwood (F,I)
Calistoga (A,B,C)	El Cajon (D)	Imperial Beach (A,B,C,I)	Madera County (B,H)
Camarillo (A,B,C,D)	El Centro (A,B,H)	Imperial County (A,B,H)	Malcolm Riley & Associates
Canyon Lake (A,B,H)	El Cerrito (A,B,C,G,H)	Imperial County Local	(G)
Capitola (I)	El Dorado County (A,B,I)	Trans Auth. (H)	Malibu (A,B)
Carmel (A,B,H)	El Monte (D,E,F,I)	Indian Wells (E)	Mammoth Lakes (A,B,H,I)

Manhattan Beach (A,B,C)
 March JPA (E)
 Marin County (A,B,D)
 Marina (A,B,F,G,H)
 Mariposa County (H)
 Martinez (A,B,C,F,H)
 Marysville (A,B,C,D,E,H,I)
 Maywood (A,B,C,D,E,I)
 McFarland (A,B)
 Mendocino County (A,B,G,I)
 Menifee (A,B,C,D,G,H)
 Menlo Park (C,D)
 Merced (A,B,H)
 Merced County (A,B)
 Metro Trans Commission (A,B)
 Millbrae (D)
 Milpitas (D,I)
 Mission Viejo (A,B,C)
 Modesto (D,I)
 Modoc County (B,H)
 Mojave Water Agency (C)
 Mono County (B,H)
 Monrovia (A,B,C)
 Montclair (A,B,C,E,H,I)
 Montebello (A,B,C,D,E,I)
 Monterey County (A,B,D,H,I)
 Monterey Park (A,B,C,F,G)
 Moorpark (A,B,C,D)
 Moreno Valley (A,B,C,D,I)
 Morgan Hill (A,B,D,G)
 Morro Bay (A,B,D,E,H,I)
 Moulton Niguel Water Dist (C)
 Mountain House (G)
 Mountain View (A,B,C.)
 Murrieta (A,B,D,F,H)
 Napa County (A,B,H)
 Napa Valley Transportation
 Authority (A,B)
 National City (A,B,C,G,H)
 Needles (B,H)
 Nevada City (A,B,F,H,I)
 New Hanover County (D)
 Nevada County (A,B,H)
 Newark (A,B,D,H)
 Newman (B)
 Newport Beach (A,B,C,G)
 Norco (A,B,C,D)
 Norwalk (A,B,C,I)
 Novato (A,B,F,G,I)
 Oakland (A,B,C,D)
 Oakley (A,B,G)
 Oceanside (A,B,C,I)
 Ojai (A,B,F)
 Orange (A,B,C)
 Orange County (A,B)
 Orange Cove (B)
 Orinda (A,B,H,F)
 Orland (B,H)
 Oxnard (A,B,C,H,I)
 Pacific Grove (A,B,F,G,H)
 Pacifica (A,B,D)
 Palmdale (A,B,C,I)
 Palos Verdes Estates (C,F)
 Paradise (B,H)
 Paramount (A,B,C,G)
 Parlier (A,B,C)
 Pasadena (A,B,C,I)
 Paso Robles (A,B,C,D,H)

Patterson (A,B)
 Perris (A,B,I)
 Pico Rivera (A,B,C,F,H,I)
 Pinole (A,B,C,H)
 Pismo Beach (A,B,C,H)
 Pittsburg (G)
 Placentia (A,B,C,D,G,H)
 Placer County (A,B,D,I)
 Placerville (B,G,H,I)
 Pleasant Hill (A,B,C,G,H)
 Pleasanton (A,B,C,G)
 Plymouth (H)
 Pomona (A,B,D,F,H,I)
 Port Hueneme
 (A,B,C,F,G,H,I)
 Port Townsend, WA (D)
 Portola Valley (B,H)
 Poway (A,B)
 Quick Quack Car Wash (G)
 Rancho Cordova
 (A,B,C,F,G,H,I)
 Rancho Cucamonga
 (A,B,C,D,F)
 Rancho Mirage (A,B,C)
 Rancho Palos Verdes
 (A,B,C)
 Rancho Santa Margarita
 (A,B,C)
 Red Bluff (A,B,H)
 Redlands (A,B,C,D)
 Redondo Beach (A,B,C)
 Reedley (G)
 Rialto (A,B,C)
 Ridgecrest (C,G)
 Riverside (A,B,D,I)
 Riverside County (A,B,D)
 Rocklin (A,B,C,D)
 Rosemead (A,B,C,D,E,G)
 Roseville (F)
 Ross (A,B,C,F)
 Sacramento County (A,B)
 Sacramento Metro Fire (C)
 Salinas (A,B,H)
 San Anselmo (A,B,C)
 San Benito County (A,B,I)
 San Bernardino
 (A,B,C,G,H,I)
 San Bernardino County
 Trans Auth (A,H)
 San Carlos (A,B,C)
 San Clemente (A,B,C)
 San Diego County (A,B)
 San Dimas (A,B,C,G)
 San Fernando
 (A,B,C,F,G,H,I)
 San Francisco (A,B)
 San Gabriel (A,B,D)
 San Jacinto (A,B,C,D)
 San Joaquin (B,H)
 San Joaquin County (B)
 San Juan Capistrano (A,B)
 San Leandro (D,F)
 San Luis Obispo
 (A,B,D,F,H,I)
 San Luis Obispo Co.
 (A,B,D)
 San Marcos (A,B)
 San Marino (B,D,H)

San Mateo (C,F)
 San Mateo County (A,B,H,I)
 San Pablo (A,B,C,H)
 San Rafael (A,B,C,D,H)
 San Ramon (A,B,C,D)
 San Ramon Valley Fire (C)
 Sand City (A,B,C,D,G,H)
 Santa Ana (C)
 Santa Barbara County
 (B,D,I)
 Santa Barbara Co Assoc.
 of Governments. (A,H)
 Santa Clara (C,D)
 Santa Clara County
 (A,B,C,H)
 Santa Clarita (A,B,C)
 Santa Cruz (A,B,D,H)
 Santa Cruz County
 (A,B,D,H,I)
 Santa Fe Springs (A,B,H)
 Santa Maria (A,B,C,G,H)
 Santa Monica (A,B,C,D,H)
 Santa Paula (A,B,C)
 Santa Rosa (F)
 Santee (A,B,C)
 Sausalito (F)
 Scotts Valley (A,B,H)
 Seal Beach (A,B,C,H)
 Seaside (A,B,C,H)
 Shasta County (B,H)
 Shasta Lake (H)
 Sierra Madre (B,C,H)
 Signal Hill (A,B,C,I)
 Simi Valley (A,B,C,I)
 Siskiyou County (B,H)
 Solana Beach (A,B)
 Solano County (A,B)
 Soledad (A,B,C,H)
 Sonoma County (A,B)
 Sonoma County AP/OSD
 (A,H)
 Sonoma County Trans.
 Authority (H)
 South El Monte (A,B,C,F,H)
 South Gate (A,B,C,D,E,H,I)
 South Lake Tahoe (A,B,H,I)
 South Pasadena (A,B,C,F)
 Stanislaus County (A,B,I)
 Stanton (A,B,C,D,H)
 Stockton (A,B,C,F,H)
 Suisun City (A,B,C,G,H)
 Sunnyvale (A,B,C,D)
 Surprise, AZ (D)
 Sutter County (A,B)
 Sutter Creek (H)
 Taft (A,B,C,D,E,G)
 Tehachapi (A,B,D)
 Tehama County (B,H)
 Temecula (A,B,C,H,I)
 Temple City (A,B,C,D,G)
 Thousand Oaks (A,B,I)
 Tiburon (B)
 Tifton, GA (D,E)
 Tracy (A,B,C,F,G,H,I)
 Truckee (A,B,H)
 Tuolumne County (A,B)
 Tustin (A,B,C)
 Twentynine Palms (A,B,F)

Union City (C,D,F,I)
 Upland (A,B,C,F,G)
 Vacaville (A,B,C,D,G,H,I)
 Vallejo (A,B,C,G,H)
 Ventura (I)
 Ventura County (B,H)
 Vernon (A,B,C,E)
 Victorville (A,B,G)
 Vista (A,B,C,D,G,H,I)
 Walnut (F,H)
 Walnut Creek (D,I)
 Wasco (A,B,H)
 Waterford (B)
 Watsonville (A,B,G,I)
 West Covina (A,B,C,F)
 West Hollywood (A,B,C,D)
 Western Municipal Water
 District (C)
 Westminster
 (A,B,C,D,E,F,H)
 Wheatland (B,H)
 Whittier (A,B,C,D)
 Willits (I)
 Willows (B)
 Windsor (A,B,D)
 Winters (A,B)
 Yolo County (A,B,I)
 Yorba Linda (A,B,D)
 Yreka (B,H)
 Yuba City (A,B,C,F)
 Yuba County (A,B)
 Yucaipa (A,B)
 Yucca Valley (A,B,H)

VI. FEE PROPOSAL

A. Sales, Use and Transactions Tax Services

1. Sales and Use Tax Audit Services

HdL proposes a fee of **15%** of all new sales and use tax revenue received by the City (including reimbursement from the sales and use tax compensation fund outlined in Section 97.68 of the Revenue and Taxation Code) as a result of audit and recovery work performed by the firm. This audit fee applies to monies received in the first eight consecutive reporting quarters beginning with the receipt of the audit revenue and includes retroactive back quarter adjustments obtained by HdL.

Audit fees are billed only after completion of the audit, submittal of corrections to the CDTFA and receipt of revenues by the client. 100% of all new revenue generated by HdL flows to the City after the completion of the eight quarters. The fee constitutes the full reimbursement to HdL and covers all direct and indirect costs incurred by the firm under this contract. This includes all salaries of our employees, travel expenses and service contracting costs as well as the software to be delivered to the City of Ukiah under this proposal.

Invoices are submitted only for recoveries previously approved by the City. HdL does not bill for audit revenues until the client has received said monies. Further, if during the billing cycle, a taxpayer receives a refund for overpayment of taxes generated during that cycle, HdL credits back any proportionate share of the fee that may have been levied.

Invoices are submitted quarterly after the City has received the revenue from the audit correction. The invoice includes a printout showing the name, address, and sales tax registration number of each company, and the specific amount of revenue allocated by the CDTFA to the City for those businesses.

If a misallocation correction involves additional revenue from a company that had already been partially allocating revenues to the City, the City and HdL will agree in a Work Authorization, prior to billing, the methodology for identifying the incremental revenue attributable to HdL's work.

2. Sales and Use Tax Management Services (Quarterly Delivery Meetings)

This service includes access to the City's sales tax database through our web-based software and **quarterly meetings** with one of our principals. In preparation for each meeting, a principal of the firm analyzes the City's data in detail and meets with appropriate City officials to review trends, point out businesses that should be contacted as part of the City's business retention program and discuss and make recommendations regarding the economic and budget implications of the quarter's data. Also included is a non-confidential newsletter that can be shared with your council and the public. The price for this option is **\$350 per month**.

3. Sales and Use Tax Management Services (Annual Delivery Meeting)

This includes the services listed in number 2 above with **one delivery meeting** per year. The price for this option is **\$250 per month**.

4. Transactions Tax Services

HdL will monitor and report on this additional revenue source at the City's option for **\$100 per month**. The only requirement is that the City's adopt a separate resolution of confidentially authorizing HdL's access to the confidential database. Should the City desire HdL to audit its transactions and use taxes, the charge would be a **25%** contingency fee against retroactive adjustments only (no prospective billing). Audit fees are billed only after the completion of the audit, submittal of corrections to the CDTFA and receipt of revenue by the City.

VII. SALES TAX SAMPLE REPORT PACKAGE

Trends by Major Groups

- Major Industry Groups
- Quarterly Line Graph
- Annual Line Graph

Major business type changes, including comparisons with state and county averages.

- Allocations by Business Type Including Pools
- Adjusted for Reporting Aberrations

Top sales tax generators listed in descending order. Used by management to track trends and identify companies who should be contacted as part of a business retention program.

- Top 100 Sales Tax Generators
- Quarterly Deviation Analysis

Reports for Revenue Projections.

- Sales Tax Allocation Summary
- Cash Reconciliation Report
- Budget Projections
- Five Year Forecast
- Consensus Forecast

Quarterly customized newsletter summarizing sales tax highlights presented in a manner to protect confidentiality and that can be shared with the public.

- City of Calistoga, Q32018
- City of Fairfield, Q22018

Special reports as needed for economic development and other purposes.

- Regional Updates
- Market Competition Comparisons
- Surplus/Gap Comparison
- Retail Analytics Brochure

Sample of Legislative and Issue Updates.

- Legislative Update – February 2019
- Issue Update – Statewide 2011 Local Revenue Fund Forecast, January 2019
- Issue Update – Wayfair Decision Update, November 2018
- HeadLines Bi-Monthly E-Newsletter Trends Affecting California's Economy

Note: Most reports are for the City of Prosperity due to confidentiality standards.

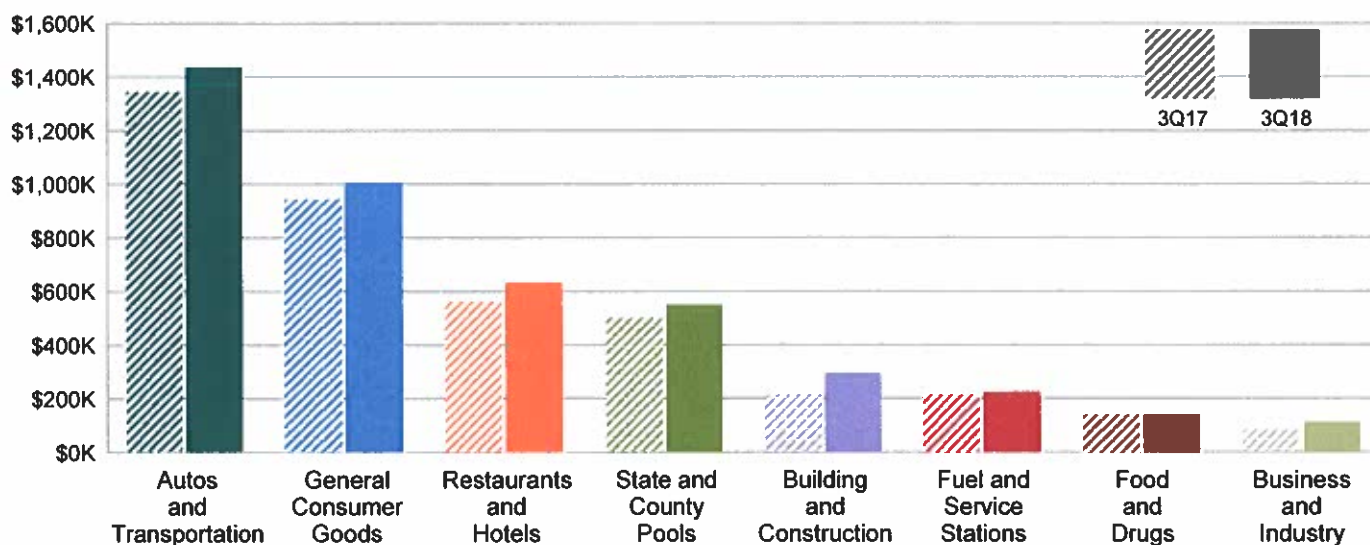


CITY OF PROSPERITY

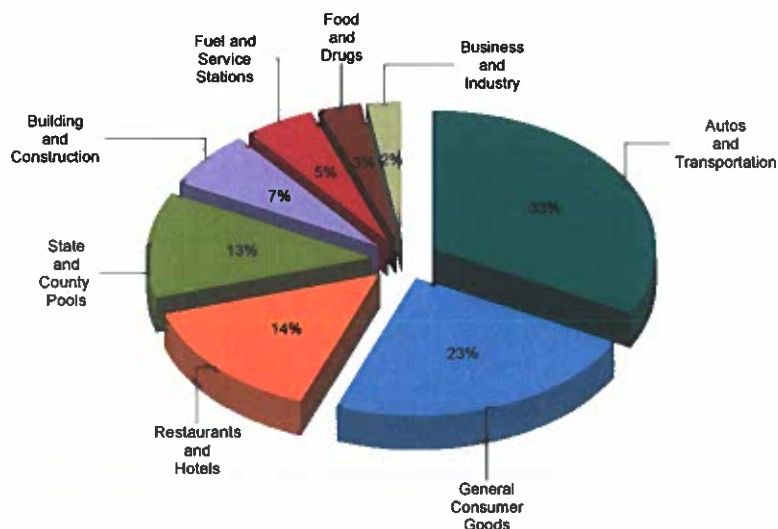
MAJOR INDUSTRY GROUPS

Major Industry Group	Count	3Q18	3Q17	\$ Change	% Change
Autos and Transportation	168	1,435,142	1,343,627	91,515	6.8%
General Consumer Goods	824	1,002,786	940,965	61,822	6.6%
Restaurants and Hotels	268	629,459	558,120	71,339	12.8%
State and County Pools	-	546,990	498,105	48,886	9.8%
Building and Construction	48	289,778	207,600	82,178	39.6%
Fuel and Service Stations	11	220,142	206,126	14,016	6.8%
Food and Drugs	90	137,337	134,740	2,597	1.9%
Business and Industry	563	107,183	81,704	25,479	31.2%
Transfers & Unidentified	50	1,024	(13,360)	14,384	107.7%
Total	2,022	4,369,841	3,957,625	412,216	10.4%

3Q17 Compared To 3Q18



3Q18 Percent of Total





CITY OF PROSPERITY

MAJOR INDUSTRY GROUPS - 13 QUARTER HISTORY

Sales Tax by Major Industry Group

Autos And Transportation

Count: 168

General Consumer Goods

Count: 824

Restaurants And Hotels

Count: 268

Building And Construction

Count: 48

Fuel And Service Stations

Count: 11

Food And Drugs

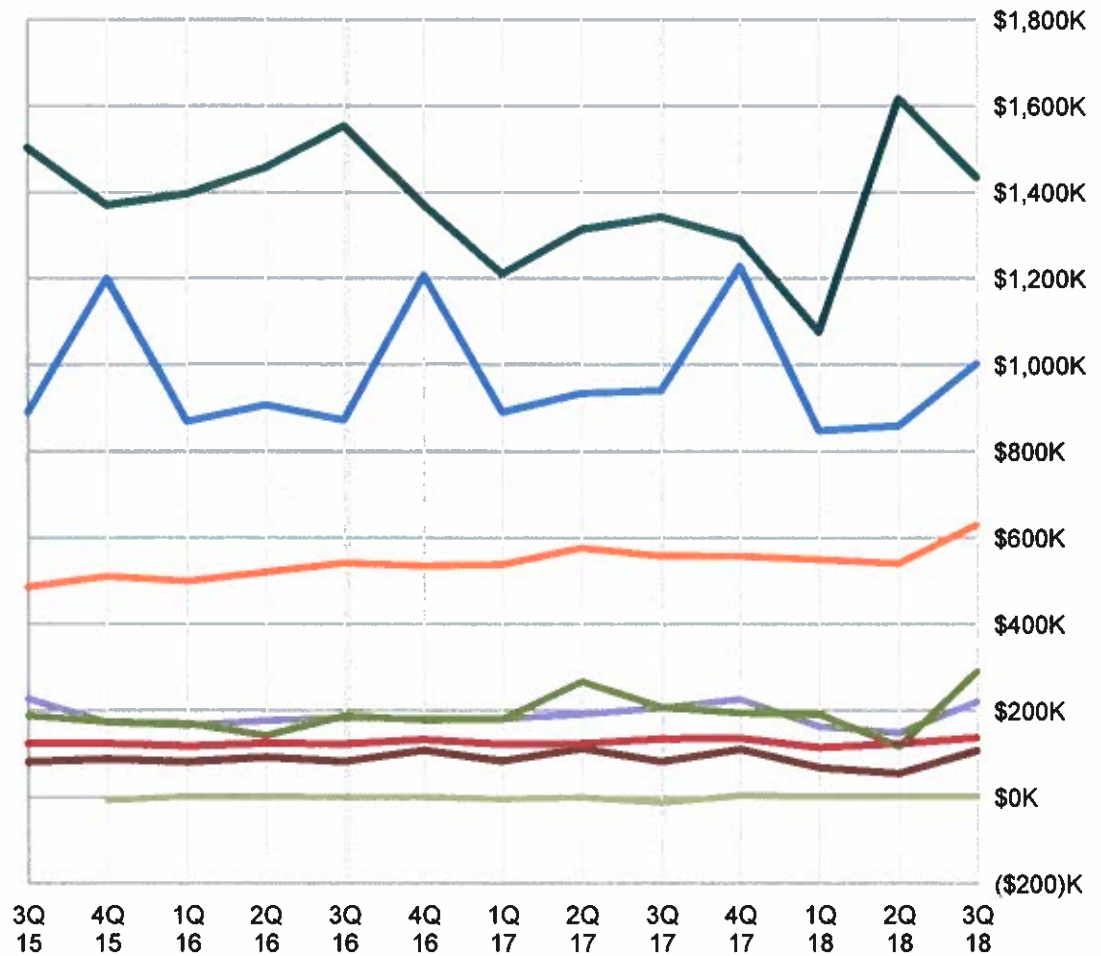
Count: 90

Business And Industry

Count: 563

Transfers & Unidentified

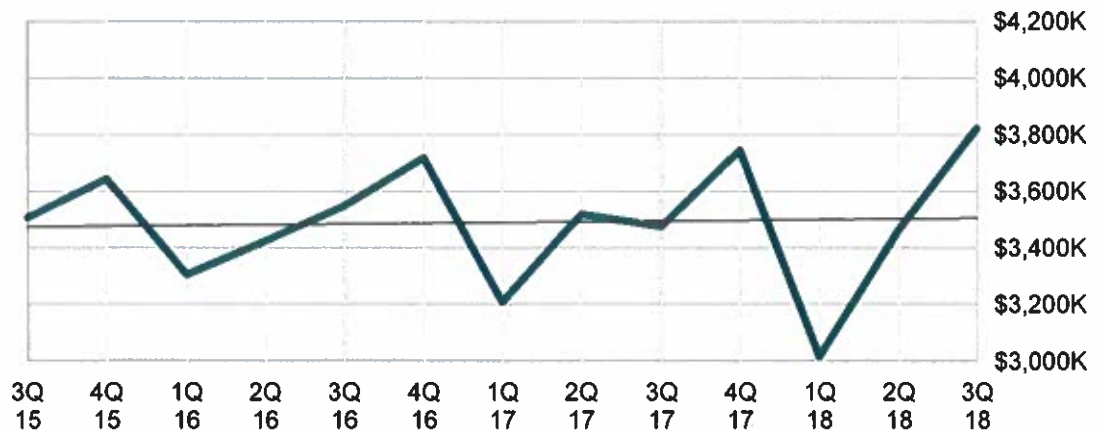
Count: 50



Agency Trend

Prosperity

13 Quarter Trend: +0.9%



Periods shown reflect the period in which the sales occurred - Point of Sale

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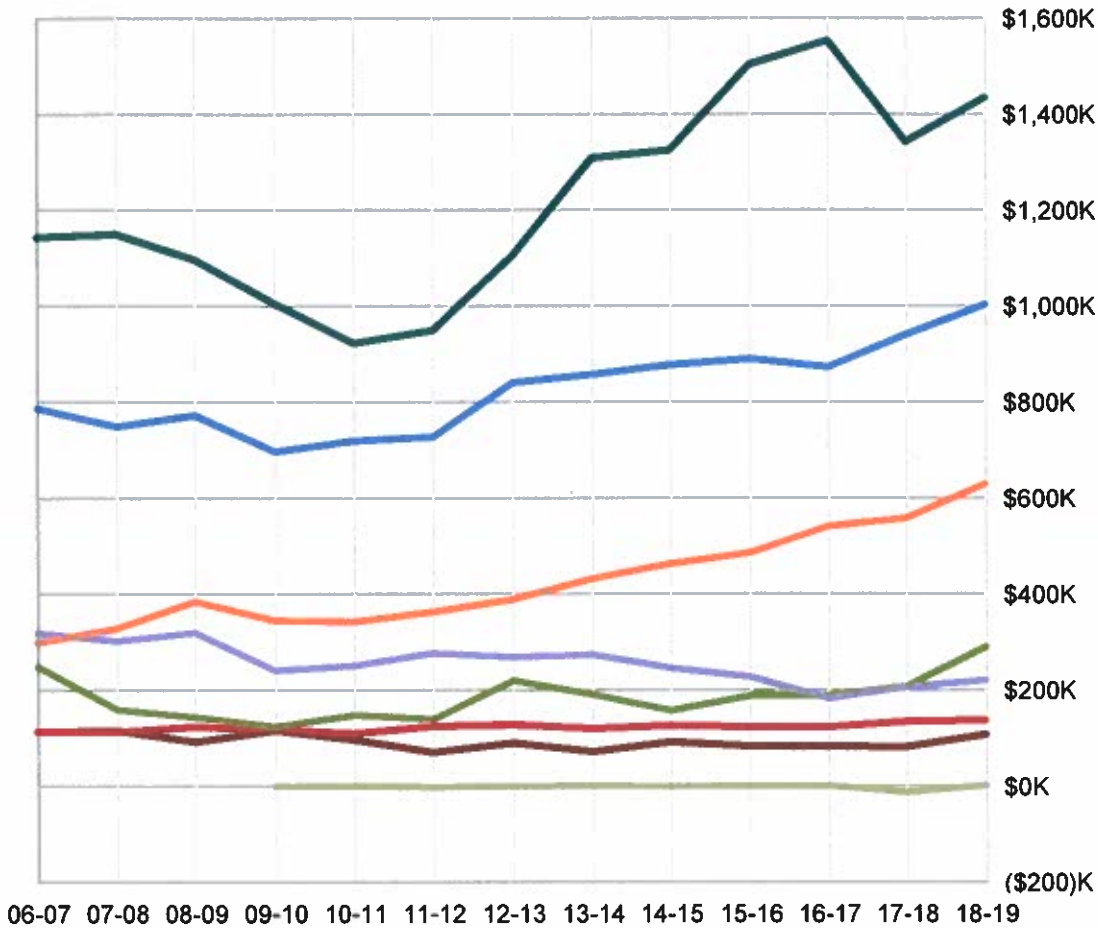


CITY OF PROSPERITY

MAJOR INDUSTRY GROUPS - 13 YEAR HISTORY*

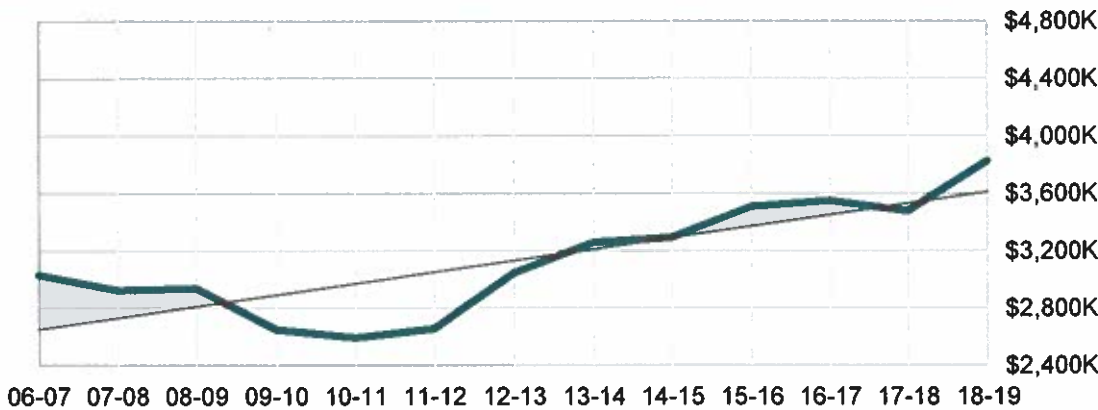
Sales Tax by Major Industry Group

- Autos And Transportation**
Count: 168
- General Consumer Goods**
Count: 824
- Restaurants And Hotels**
Count: 268
- Building And Construction**
Count: 48
- Fuel And Service Stations**
Count: 11
- Food And Drugs**
Count: 90
- Business And Industry**
Count: 563
- Transfers & Unidentified**
Count: 50



Agency Trend

- Prosperity**
13 Year Trend: +36.2%



Periods shown reflect the period in which the sales occurred - Point of Sale



CITY OF PROSPERITY

TOP 25 BUSINESS TYPES LISTED BY ALLOCATION
3Q 2018 COMPARED TO 3Q 2017

Code	Business Type Description (Count)	AGENCY			HdL STATE		
		3Q 2018	3Q 2017	Change	3Q 2018	3Q 2017	Change
60	New Motor Vehicle Dealers (18)	1,011,477	976,578	3.6%	189,628,461	168,303,640	12.7%
08	Discount Dept Stores (3)	612,524	613,866	-0.2%	108,333,511	91,559,198	18.3%
35	Casual Dining (92)	302,022	289,839	4.2%	106,256,987	92,551,154	14.8%
65	Auto Lease (16)	246,906	225,276	9.6%	27,796,436	19,379,181	43.4%
24	Quick-Service Restaurants (150)	243,823	216,536	12.6%	87,684,360	77,302,896	13.4%
50	Building Materials (6)	233,245	157,066	48.5%	104,935,271	80,854,029	29.8%
62	Service Stations (11)	220,142	206,126	6.8%	179,179,764	125,253,019	43.1%
03	Family Apparel (93)	100,321	64,983	54.4%	58,302,059	42,780,891	36.3%
34	Grocery Stores (18)	59,367	58,069	2.2%	50,764,592	43,736,533	16.1%
12	Sporting Goods/Bike Stores (13)	58,858	40,948	43.7%	14,436,444	11,920,470	21.1%
19	Specialty Stores (238)	57,338	75,161	-23.7%	33,585,479	31,000,863	8.3%
31	Electronics/Appliance Stores (54)	55,465	46,184	20.1%	38,695,810	34,417,695	12.4%
85	Transportation/Rentals (31)	45,437	32,553	39.6%	18,581,196	16,477,374	12.8%
37	Fast-Casual Restaurants (12)	42,008	26,824	56.6%	19,766,050	17,163,036	15.2%
76	Leisure/Entertainment (12)	41,552	24,916	66.8%	20,466,251	17,513,564	16.9%
61	Automotive Supply Stores (37)	39,949	21,943	82.1%	20,576,743	18,984,188	8.4%
27	Drug Stores (31)	39,755	39,921	-0.4%	14,791,836	14,387,855	2.8%
07	Department Stores (13)	38,540	36,582	5.4%	26,485,459	27,469,247	-3.6%
71	Auto Repair Shops (50)	37,297	35,537	5.0%	17,509,746	15,316,376	14.3%
22	Convenience Stores/Liquor (21)	37,150	36,290	2.4%	26,575,103	22,032,826	20.6%
66	Boats/Motorcycles (3)	33,916	22,254	52.4%	7,414,599	6,464,201	14.7%
82	Contractors (31)	28,273	27,998	1.0%	59,130,508	42,934,360	37.7%
52	Plumbing/Electrical Supplies (9)	23,233	16,329	42.3%	25,251,588	21,811,378	15.8%
86	Electrical Equipment (25)	21,478	11,900	80.5%	23,449,762	17,173,697	36.5%
64	Used Automotive Dealers (12)	19,358	28,697	-32.5%	37,626,365	25,611,496	46.9%
	All Others (1023)	173,415	127,147	36.4%	484,964,309	396,814,494	22.2%
	TOTAL ALL TYPES (2022)	3,822,851	3,459,520	10.5%	1,802,188,688	1,479,213,661	21.8%
Major Industry Groups							
	Autos And Transportation (168)	1,435,142	1,343,627	6.8%	328,859,501	279,640,964	17.6%
	Building And Construction (48)	289,778	207,600	39.6%	194,359,081	150,188,651	29.4%
	Business And Industry (563)	107,183	81,704	31.2%	306,123,844	245,667,786	24.6%
	Food And Drugs (90)	137,337	134,740	1.9%	100,551,152	85,954,885	17.0%
	Fuel And Service Stations (11)	220,142	206,126	6.8%	208,488,893	148,675,108	40.2%
	General Consumer Goods (824)	1,002,786	940,965	6.6%	392,294,434	333,930,776	17.5%
	Restaurants And Hotels (268)	629,459	558,120	12.8%	269,699,975	235,060,413	14.7%
	Transfers & Unidentified (50)	1,024	(13,360)	107.7%	1,811,808	95,079	na
	TOTAL ALL GROUPS (2022)	3,822,851	3,459,520	10.5%	1,802,188,688	1,479,213,661	21.8%
TOTAL ALL BUSINESSES (2022)		3,822,851	3,459,520	10.5%	1,802,188,688	1,479,213,661	21.8%
ALLOCATIONS FROM COUNTY POOL		544,930	495,291	10.0%			
ALLOCATIONS FROM STATE POOL		2,061	2,813	-26.8%			
GROSS RECEIPTS		4,369,841	3,957,625	10.4%			

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CITY OF PROSPERITY

TOP 25 BUSINESS TYPES LISTED BY ALLOCATION
3Q 2018 COMPARED TO 3Q 2017

Code	Business Type Description (Count)	AGENCY			HdL STATE		
		3Q 2018	3Q 2017	Change	3Q 2018	3Q 2017	Change
60	New Motor Vehicle Dealers (18)	983,768	976,578	0.7%	181,921,072	168,881,436	7.7%
08	Discount Dept Stores (3)	573,028	613,866	-6.7%	92,906,567	91,559,198	1.5%
35	Casual Dining (92)	278,363	290,944	-4.3%	91,557,793	91,504,845	0.1%
65	Auto Lease (16)	232,389	245,084	-5.2%	22,465,026	20,824,462	7.9%
24	Quick-Service Restaurants (150)	229,819	217,993	5.4%	78,310,050	76,564,788	2.3%
62	Service Stations (11)	220,302	196,865	11.9%	141,695,850	123,693,394	14.6%
50	Building Materials (6)	165,575	157,066	5.4%	83,295,782	80,448,653	3.5%
03	Family Apparel (93)	66,064	65,022	1.6%	44,960,749	42,842,774	4.9%
34	Grocery Stores (18)	60,224	58,069	3.7%	44,562,332	43,647,081	2.1%
19	Specialty Stores (238)	49,935	75,744	-34.1%	29,372,259	30,595,262	-4.0%
31	Electronics/Appliance Stores (54)	48,385	55,360	-12.6%	35,288,972	34,199,099	3.2%
37	Fast-Casual Restaurants (12)	41,993	30,747	36.6%	17,965,557	17,149,516	4.8%
12	Sporting Goods/Bike Stores (13)	39,836	40,827	-2.4%	11,802,768	12,188,862	-3.2%
27	Drug Stores (31)	39,274	39,921	-1.6%	14,387,014	14,381,756	0.0%
61	Automotive Supply Stores (37)	38,991	21,837	78.6%	18,299,378	18,758,317	-2.4%
07	Department Stores (13)	37,662	36,538	3.1%	26,789,300	27,429,600	-2.3%
71	Auto Repair Shops (50)	34,698	35,676	-2.7%	14,591,632	14,992,400	-2.7%
85	Transportation/Rentals (31)	32,516	32,781	-0.8%	17,111,157	16,406,435	4.3%
22	Convenience Stores/Liquor (21)	32,434	31,928	1.6%	22,523,652	21,716,502	3.7%
76	Leisure/Entertainment (12)	30,614	24,848	23.2%	18,525,810	17,306,192	7.0%
05	Variety Stores (43)	24,289	19,375	25.4%	7,894,425	7,567,651	4.3%
82	Contractors (31)	23,945	26,304	-9.0%	49,618,465	42,975,701	15.5%
64	Used Automotive Dealers (12)	19,349	28,696	-32.6%	25,828,659	25,451,277	1.5%
86	Electrical Equipment (25)	18,056	14,124	27.8%	18,660,274	17,921,921	4.1%
66	Boats/Motorcycles (3)	15,780	21,456	-26.5%	6,371,674	6,396,830	-0.4%
	All Others (989)	137,023	133,720	2.5%	420,455,837	406,721,452	3.4%
	TOTAL ALL TYPES (2022)	3,474,312	3,491,370	-0.5%	1,537,162,055	1,472,125,405	4.4%
Major Industry Groups							
	Autos And Transportation (168)	1,358,294	1,362,898	-0.3%	296,229,725	280,674,524	5.5%
	Building And Construction (48)	208,453	205,328	1.5%	160,529,865	149,706,208	7.2%
	Business And Industry (563)	88,186	85,642	3.0%	247,601,111	243,431,811	1.7%
	Food And Drugs (90)	132,731	130,268	1.9%	87,917,800	85,368,555	3.0%
	Fuel And Service Stations (11)	220,302	196,865	11.9%	167,976,822	146,274,516	14.8%
	General Consumer Goods (824)	884,197	945,832	-6.5%	337,224,031	333,364,857	1.2%
	Restaurants And Hotels (268)	580,820	564,537	2.9%	238,030,291	232,981,062	2.2%
	Transfers & Unidentified (50)	1,329	0	na	1,652,410	323,871	410.2%
	TOTAL ALL GROUPS (2022)	3,474,312	3,491,370	-0.5%	1,537,162,055	1,472,125,405	4.4%
TOTAL ALL BUSINESSES (2022)		3,474,312	3,491,370	-0.5%	1,537,162,055	1,472,125,405	4.4%
ALLOCATIONS FROM COUNTY POOL		0	0	na			
ALLOCATIONS FROM STATE POOL		0	0	na			
GROSS RECEIPTS		3,474,312	3,491,370	-0.5%			

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Rank	Business Type	Firm Name	Business Address	3Q 2018	3Q 2017	Prior 4 Qtrs	Percent Change	Percent of Total	Cumulative Percent
1	08	Douco Discount Dept Stores	2207 W Butler Ave	447,503	488,945	2,018,788	-8.48%	11.71%	12%
2	50	Giftprints Building Materials	500 S East Ave	224,162	155,506	521,095	44.15%	5.86%	18%
3	60	Silverstone New Motor Vehicle Dealers	400 S Ingersoll Blvd	187,966	209,733	909,529	-10.38%	4.92%	22%
4	60	Macnetworks New Motor Vehicle Dealers	2 Locations	172,906	180,556	660,155	-4.24%	4.52%	27%
5	08	Verdalee Discount Dept Stores	2120 W East St	165,021	124,921	478,018	32.10%	4.32%	31%
6	60	Digraphic New Motor Vehicle Dealers	4 Locations	139,733	160,529	535,653	-12.95%	3.66%	35%
7	65	Klaras Auto Lease	No Address In City	124,547	122,995	553,290	1.26%	3.26%	38%
8	60	Bonega New Motor Vehicle Dealers	1247 W East St	111,029	91,546	385,945	21.28%	2.90%	41%
9	60	Ooohiala New Motor Vehicle Dealers	2 Locations	109,194	110,223	449,276	-0.93%	2.86%	44%
10	60	Archeype New Motor Vehicle Dealers	1100 W East St	94,297	58,511	313,696	61.16%	2.47%	46%
11	62	Survive Service Stations	600 N Gibson Ave	66,378	37,090	69,667	78.96%	1.74%	48%
12	03	Socorros Family Apparel	201 E East St	66,254	33,253	105,328	99.24%	1.73%	50%
13	60	Dis New Motor Vehicle Dealers	1200 W East St	63,047	40,138	100,382	57.08%	1.65%	52%
14	60	Beachtownrules New Motor Vehicle Dealers	726 E East St	53,251	53,288	198,302	-0.07%	1.39%	53%
15	65	Eventos Auto Lease	No Address In City	48,031	44,032	182,357	9.08%	1.26%	54%
16	60	Creperry New Motor Vehicle Dealers	1811 W East St	43,766	36,705	152,011	19.24%	1.14%	55%
17	65	Nesting Auto Lease	No Address In City	39,785	20,835	61,637	90.96%	1.04%	56%
18	12	Primexo Sporting Goods/Bike Stores	2801 W Dumkirk Rd	37,251	18,500	63,195	101.35%	0.97%	57%
19	62	Keyman Service Stations	1201 S Ingersoll Blvd	36,453	31,210	130,163	16.80%	0.95%	58%
20	60	Formenica New Motor Vehicle Dealers	1700 W East St	36,287	35,348	120,281	2.66%	0.95%	59%
21	07	Asd Department Stores	1201 S Townsend Ave	35,788	36,232	154,087	-1.23%	0.94%	60%
22	66	Nuvarl Boats/Motorcycles	3001 W East St Unit A	33,790	22,242	59,193	51.92%	0.88%	61%
23	03	Francesca Family Apparel	150 E East St Ste 130	32,403	30,661	137,579	5.68%	0.85%	62%
24	24	Chaunceys Quick-Service Restaurants	1210 N Ingersoll Blvd	28,029	21,246	79,065	31.92%	0.73%	63%
25	35	Coopersoft Casual Dining	740 E Yukon Blvd	26,606	13,239	40,352	100.96%	0.70%	63%
26	24	Awch Quick-Service Restaurants	2 Locations	24,769	24,914	101,914	-0.58%	0.65%	64%
27	62	Capelli Service Stations	601 W Yukon Blvd	24,153	19,948	83,964	21.08%	0.63%	65%
28	62	Naturlik Service Stations	525 N Ingersoll Blvd	22,883	16,939	69,538	35.09%	0.60%	65%
29	19	Maxies Specialty Stores	2568 W Butler Ave	20,426	20,648	83,255	-1.07%	0.53%	66%
30	61	Epm Automotive Supply Stores	1200 E Yukon Blvd	19,607	0	32,396	n/a	0.51%	66%
31	27	Kade Drug Stores	4 Locations	19,269	19,415	82,220	-0.75%	0.50%	67%
32	85	Samkhyia Transportation/Rentals	2 Locations	18,419	15,869	58,099	16.07%	0.48%	67%
33	52	Travelube Plumbing/Electrical Supplies	2220 W East St	18,213	11,111	33,052	63.91%	0.48%	68%
34	62	Possessions Service Stations	2601 W East St	17,536	14,780	63,201	18.65%	0.46%	68%
35	62	Metropolity Service Stations	3201 W Yukon Blvd	17,529	16,437	65,534	6.64%	0.46%	69%

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CITY OF PROSPERITY

TOP 100 SALES TAX PRODUCERS - 3Q 2018

Rank	Business Type	Firm Name	Business Address	3Q 2018	3Q 2017	Prior 4 Qtrs	Percent		Cumulative Percent
							Change	of Total	
36	76	Qualtype Leisure/Entertainment	700 S Republic St	17,407	8,524	28,138	104.21%	0.46%	69%
37	34	Holdog Grocery Stores	2400 W Butler Ave	16,528	18,617	73,981	-11.22%	0.43%	70%
38	34	Mulkeyland Grocery Stores	725 E East St	15,169	17,892	59,904	-15.22%	0.40%	70%
39	65	Joyce Auto Lease	No Address In City	14,923	13,282	49,557	12.35%	0.39%	70%
40	35	Kese Casual Dining	2223 W Butler Ave	14,900	12,863	54,121	15.84%	0.39%	71%
41	62	Lanimar Service Stations	848 S Gibson Ave	14,632	22,680	65,256	-35.48%	0.38%	71%
42	76	Truckstuff Leisure/Entertainment	741 S Townsend Ave	14,352	8,085	37,381	77.52%	0.38%	72%
43	86	Cymmar Electrical Equipment	2015 Morris St	14,217	9,203	32,411	54.48%	0.37%	72%
44	85	Katana Transportation/Rentals	No Address In City	13,800	6,026	11,508	129.02%	0.36%	72%
45	31	Axon Electronics/Appliance Stores	2121 W East St Ste 300	13,684	14,118	50,184	-3.07%	0.36%	73%
46	35	Greenbrew Casual Dining	33 W East St	12,993	12,738	48,369	2.00%	0.34%	73%
47	62	Trails Service Stations	2600 W Yukon Blvd	12,863	11,669	47,573	10.23%	0.34%	73%
48	35	Insidecomputer Casual Dining	245 W Yukon Blvd	11,862	11,173	43,370	6.16%	0.31%	74%
49	64	Oic Used Automotive Dealers	1744 W Yukon Blvd	11,795	20,898	64,096	-43.56%	0.31%	74%
50	98	Willoworks Heavy Industrial	1147 S Dupont Ave	11,671	4,649	15,366	151.04%	0.31%	74%
51	04	Neurina Shoe Stores	420 S Gibson Ave	11,223	2,221	9,145	405.21%	0.29%	75%
52	35	Confeccon Casual Dining	68 W East St	11,142	10,375	44,120	7.40%	0.29%	75%
53	12	Chavas Sporting Goods/Bike Stores	2801 W Dunkirk Rd	10,848	11,221	48,899	-3.33%	0.28%	75%
54	35	Heatherstone Casual Dining	700 W Yukon Blvd	10,693	10,471	42,279	2.12%	0.28%	75%
55	35	Sportaction Casual Dining	500 W East St Ste A	10,277	10,483	42,072	-1.96%	0.27%	76%
56	35	Goldmart Casual Dining	2131 W Butler Ave	10,239	10,420	39,779	-1.74%	0.27%	76%
57	31	Ctm Electronics/Appliance Stores	2 Locations	9,963	5,083	21,741	96.01%	0.26%	76%
58	27	Mandalay Drug Stores	2551 W East St	9,943	9,374	30,755	6.08%	0.26%	76%
59	24	Eastwind Quick-Service Restaurants	138 E Yukon Blvd	9,845	9,698	36,040	1.51%	0.26%	77%
60	27	Bondesign Drug Stores	2 Locations	9,691	10,068	40,553	-3.74%	0.25%	77%
61	12	Euphorbia Sporting Goods/Bike Stores	620 E Yukon Blvd	9,618	10,229	36,138	-5.97%	0.25%	77%
62	31	Profab Electronics/Appliance Stores	810 E Yukon Blvd Ste D	9,468	8,871	50,169	6.73%	0.25%	77%
63	18	Waxworks Office Supplies/Furniture	1200 W Yukon Blvd	9,390	9,655	34,197	-2.74%	0.25%	78%
64	50	Sades Building Materials	616 S East Ave	8,848	1,560	14,430	467.18%	0.23%	78%
65	31	Muchos Electronics/Appliance Stores	6 Locations	8,623	9,178	42,303	-6.05%	0.23%	78%
66	35	Primitives Casual Dining	2 S Gibson Ave Ste 100	8,603	10,188	31,388	-15.56%	0.23%	78%
67	34	Greenland Grocery Stores	150 E East St Ste 150	8,589	8,034	33,298	6.90%	0.22%	79%
68	35	Alteryears Casual Dining	2000 W East St	8,430	9,326	35,097	-9.60%	0.22%	79%
69	82	Int Contractors	3001 W Dunkirk Rd Ste B	8,264	7,402	30,807	11.64%	0.22%	79%
70	35	Zyzzle Casual Dining	21 E East St	7,872	7,354	31,528	7.04%	0.21%	79%
71	24	Rainscape Quick-Service Restaurants	2310 W Butler Ave	7,683	0	0	n/a	0.20%	79%

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CITY OF PROSPERITY

TOP 100 SALES TAX PRODUCERS - 3Q 2018

Rank	Business Type	Firm Name	Business Address	3Q 2018	3Q 2017	Prior 4 Qtrs	Percent Change	Percent of Total	Cumulative Percent
72	35	Monico Casual Dining	301 E Yukon Blvd	7,634	7,061	29,139	8.12%	0.20%	80%
73	01	Mobileleader Women's Apparel	3025 W Dunkirk Rd	7,507	1,522	3,932	393.23%	0.20%	80%
74	65	Dcs Auto Lease	No Address In City	7,385	6,537	28,072	12.98%	0.19%	80%
75	65	Notions Auto Lease	1330 W East St	7,370	0	0	n/a	0.19%	80%
76	71	Frances Auto Repair Shops	328 S East Ave	7,362	8,912	34,501	-17.39%	0.19%	80%
77	83	Bundles Office Equipment	No Address In City	7,294	0	0	n/a	0.19%	81%
78	35	Loshas Casual Dining	228 W Yukon Blvd Ste 101	6,866	5,984	24,542	14.74%	0.18%	81%
79	05	Fernoll Variety Stores	2810 W Republic Rd	6,801	6,573	28,054	3.47%	0.18%	81%
80	19	Ardoove Specialty Stores	2115 W Butler Ave	6,697	6,260	29,318	6.98%	0.18%	81%
81	24	Nomnad Quick-Service Restaurants	511 W Yukon Blvd	6,467	0	0	n/a	0.17%	81%
82	85	Nike Transportation/Rentals	2 Locations	6,435	3,861	11,660	66.66%	0.17%	81%
83	24	Travelsmith Quick-Service Restaurants	2528 W Butler Ave	6,424	6,674	25,793	-3.74%	0.17%	82%
84	34	Normans Grocery Stores	2 Locations	6,379	6,981	26,986	-8.63%	0.17%	82%
85	35	Chanfield Casual Dining	1412 S Gibson Ave	6,336	0	13,239	n/a	0.17%	82%
86	62	Martineti Service Stations	1401 S Gibson Ave	6,304	6,207	26,258	1.56%	0.16%	82%
87	35	Croissanteria Casual Dining	1032 E Yukon Blvd	6,278	6,025	24,261	4.20%	0.16%	82%
88	35	Lara Casual Dining	369 W East St	6,278	5,896	24,172	6.48%	0.16%	82%
89	24	Calmaka Quick-Service Restaurants	245 S Ingersoll Blvd	6,278	6,171	24,788	1.72%	0.16%	83%
90	35	Greenfield Casual Dining	1224 N Ingersoll Blvd	6,248	6,740	20,803	-7.30%	0.16%	83%
91	35	Dawsons Casual Dining	2234 W Yukon Blvd	6,100	6,046	24,944	0.89%	0.16%	83%
92	24	Savage Quick-Service Restaurants	2531 W Yukon Blvd	6,052	0	862	n/a	0.16%	83%
93	35	Envirotherm Casual Dining	201 W East St	6,017	5,899	23,862	2.00%	0.16%	83%
94	37	Summerwood Fast-Casual Restaurants	2300 W Butler Ave	5,959	0	0	n/a	0.16%	83%
95	86	Zoweecars Electrical Equipment	3044 W East St	5,959	1,289	7,568	362.26%	0.16%	84%
96	35	Giulianos Casual Dining	701 S Townsend Ave	5,943	6,146	25,560	-3.31%	0.16%	84%
97	82	Phorns Contractors	1600 Dewey St	5,919	5,066	18,217	16.83%	0.15%	84%
98	37	Lockserv Fast-Casual Restaurants	2121 W East St Ste 210	5,822	5,561	21,961	4.68%	0.15%	84%
99	19	Sante Specialty Stores	2 Locations	5,772	5,512	28,643	4.72%	0.15%	84%
100	35	Altatron Casual Dining	515 W East St	5,689	7,212	26,251	-21.12%	0.15%	84%
Amount Paid By Top 100 Accounts				3,223,904	2,835,310	11,081,562		84.33%	84%
Percent Paid By Top 100 Accounts				84.33%	81.96%	80.99%			
Total Paid By All Accounts				3,822,851	3,459,520	13,682,960			

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CITY OF PROSPERITY

TOP 20 DEVIATING BUSINESSES

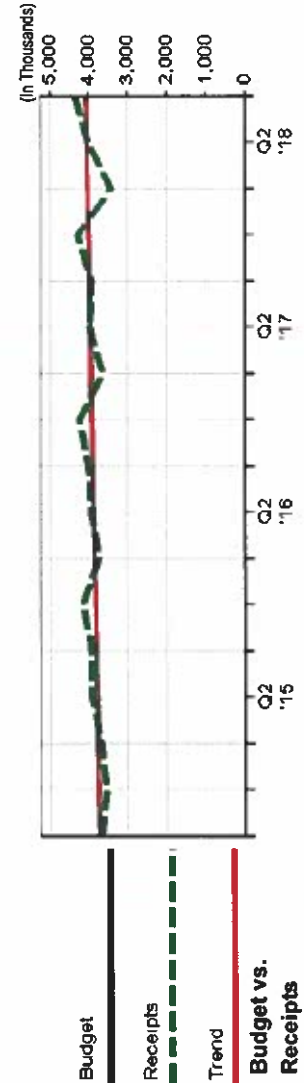
Firm Name Account Number	3Q 2017 3Q 2018	\$ Change % Change	Prior Year Comparison	3Q 2017 3Q 2018
Giftprints Building Materials 50 SRZ AP 030835794	155,506 224,162	68,656 44%		
Verdale Discount Dept Stores 08 SRZ AP 017847614	124,921 165,021	40,099 32%		
Archetype New Motor Vehicle Dealers 60 SR 103242360	58,511 94,297	35,786 61%		
Socorros Family Apparel 03 SRZ RC 100651817	33,253 66,254	33,002 99%		
Survive Service Stations 62 SRY AP 097694550	37,090 66,378	29,288 79%		
Dls New Motor Vehicle Dealers 60 SR 102679104	40,138 63,047	22,909 57%		
Epm Automotive Supply Stores 61 SR 102462054	NP 19,607	19,607 -n/a-		
Bonega New Motor Vehicle Dealers 60 SR 102384022	91,546 111,029	19,483 21%		
Nesting Auto Lease 65 SRZ OHA 102400356	20,835 39,785	18,950 91%		
Primeco Sporting Goods/Bike Stores 12 SR 100759302	18,500 37,251	18,750 101%		
Stylization Auto Lease 65 SRS AB 018879697x	(15,116) NP	15,116 100%		
Coopersoft Casual Dining 35 SR 101449821	13,239 26,606	13,367 101%		
Ets Receivables/Master Outlets 00 052180767	(13,004) (42)	12,962 100%		
Nuvart Boats/Motorcycles 66 SRY AP 102259152	22,242 33,790	11,549 52%		
Msb Auto Lease 65 SRS EA 100888705x	17,944 NP	(17,944) -100%		
Djgraphic New Motor Vehicle Dealers 60 SRX AP 017252957	160,529 139,733	(20,796) -13%		
Silverstone New Motor Vehicle Dealers 60 SRX AP 098183274	209,733 187,966	(21,767) -10%		
Keris Specialty Stores 19 SRZ AP 030782741x	23,713 0	(23,713) -100%		
Ravenous Service Stations 62 AP 018747872	28,061 NP	(28,061) -100%		
Dougco Discount Dept Stores 08 SRZ AP 030823777	488,945 447,503	(41,441) -8%		
Agency Total	3,459,520 3,822,851	363,331 10.5%		

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Seven Major Industry Groups	Fiscal Yr 2016-17 Totals	FY 2017-18 Sales Quarters				Fiscal Yr 2017-18 Totals	Dollar Change Prior Yr	Percent Change Prior Yr	FY 2018-19 Sales Quarters				Fiscal Yr 2018-19 YTD Totals	YTD % Change Prior Yr
Point of Sale		3Q	4Q	1Q	2Q				3Q	4Q	1Q	2Q		
Autos And Transportation	5,452,712	1,343,627	1,291,518	1,077,117	1,618,047	5,330,309	(122,403)	-2%	1,435,142				1,435,142	7%
Building And Construction	810,854	207,600	194,068	190,904	116,961	709,532	(101,321)	-12%	289,778				289,778	40%
Business And Industry	394,670	81,704	110,121	68,174	54,738	314,738	(69,932)	-18%	107,183				107,183	31%
Food And Drugs	501,608	134,740	136,303	114,380	123,276	508,699	7,092	1%	137,337				137,337	2%
Fuel And Service Stations	734,383	206,126	225,816	162,401	147,968	742,329	7,946	1%	220,142				220,142	7%
General Consumer Goods	3,907,027	940,965	1,228,961	848,081	853,725	3,877,632	(29,396)	-1%	1,002,786				1,002,786	7%
Restaurants And Hotels	2,190,961	558,120	557,478	550,364	541,139	2,207,100	16,139	1%	629,459				629,459	13%
Transfers & Unidentified	(7,190)	(13,360)	3,213	923	1,846	(7,379)	(189)	-3%	1,024				1,024	100%
Total Point of Sale	13,975,024	3,459,520	3,747,378	3,012,344	3,463,718	13,682,960	(292,064)	-2%	3,822,851				3,822,851	11%
County Pool Allocations	2,003,449	495,291	560,246	425,792	570,511	2,051,841	48,392	2%	544,930				544,930	10%
State Pool Allocations	7,923	2,813	1,112	2,734	1,361	8,019	96	1%	2,061				2,061	-27%
Total (Net Collections)	15,986,395	3,957,625	4,308,736	3,440,870	4,035,590	15,742,820	(243,575)	-2%	4,369,841				4,369,841	10%
Less: Cost of Administration	(197,468)	(47,272)	(48,157)	(43,377)	(48,832)	(187,638)	9,831	5%	(39,045)				(39,045)	17%
Subtotal	15,788,927	3,910,353	4,260,578	3,397,493	3,986,758	15,555,183	(233,744)	-1%	4,330,796				4,330,796	11%
Unaccrued Q2 Cleanup	(307,988)	307,988				307,988								
Grand Total	15,480,939	4,218,341	4,260,578	3,397,493	3,986,758	15,863,171	382,232	2%	4,330,796				4,330,796	11%
Budget														

**Due to the monthly allocation changes by CDTFA, as of 1st Quarter 2018 all fiscal year totals will be reported on an accrual basis (July to June sales).

Transactions Taxes	14,257,399	3,470,872	4,086,449	3,534,818	2,929,063	14,027,201	(236,197)	-2%	4,184,945				4,184,945	21%
Less: Cost of Administration	(143,080)	(37,470)	(37,470)	(22,890)	(38,880)	(136,710)	6,370	4%	(38,880)				(38,880)	-4%
Total	14,114,319	3,433,402	4,048,979	3,511,928	2,890,183	13,890,491	(228,827)	-2%	4,146,065				4,146,065	21%
Budget	0					0							0	



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	Payment Month	Fiscal Year 2017-18	Fiscal Year 2018-19
1st Advance	June	\$ 1,095,400.00	\$ 1,270,729.32
2nd Advance	July	1,095,400.00	1,372,793.84
3rd Advance	August	1,460,400.00	-
Clean Up	September	307,987.96	1,343,235.46
2nd Quarter Allocation		3,959,187.96	3,986,758.62
1st Advance	September	1,159,800.00	1,410,943.03
2nd Advance	October	1,159,800.00	1,627,114.11
3rd Advance	November	1,546,500.00	-
Clean Up	December	44,252.58	1,292,739.15
3rd Quarter Allocation		3,910,352.58	4,330,796.29
1st Advance	December	1,199,900.00	-
2nd Advance	January	1,199,900.00	-
3rd Advance	February	1,600,000.00	-
Clean Up	March	260,778.47	-
4th Quarter Allocation		4,260,578.47	-
1st Advance	March	1,037,100.00	-
2nd Advance	April	1,037,100.00	-
3rd Advance	May	-	-
Clean Up	June	1,323,292.98	-
1st Quarter Allocation		3,397,492.98	-
1st Advance	June	1,270,729.32	-
2nd Advance	July	1,372,793.84	-
3rd Advance	August	-	-
Clean Up	September	1,343,235.46	-
2nd Quarter Allocation		3,986,758.62	-
Fiscal Year Reconciliation			
60 Day Accrual Period		\$ 14,519,935.15	\$ 5,674,031.75
90 Day Accrual Period		\$ 15,555,182.65	\$ 4,330,796.29

CITY OF PROSPERITY
FY 2018-19 (ending September)
Mid-Year Sales and Use Tax Revenues Projection

Agency Adopted Budget Estimate for FY 2018-19

Total Allocation From SBOE

Includes State and County Pools

Current Quarter	3Q 2018	4,308,736
Previous Quarter	2Q 2018	3,957,625
2nd Previous Quarter	1Q 2018	4,006,852
3rd Previous Quarter	4Q 2017	3,665,212
Total Allocation		15,938,425

Adjustments

Economic Adjustments

State & County Pools (7.0%)	37,000
Restaurants & Hotels (4.5%)	23,500
Autos & Transportation (1.5%)	21,500
Fuel & Service Stations (10.0%)	17,500
General Consumer Goods (1.0%)	9,000
Building & Construction (3.0%)	5,000
Food & Drugs (2.5%)	2,500
Business & Industry (2.0%)	1,500
Other Adjustments (see attached)	0
Total Adjustments	117,500

Subtotal (0.8% increase from FY 2017-18 actual)	16,055,925
---	------------

Administration Cost (1.3%)	(192,269)
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Estimated FY 2017-18 Sales Tax Revenues	15,863,656
---	------------

Rounded to Nearest Thousand (0.8% increase from FY 2017-18 actual)	15,864,000
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Estimate With 60-Day Accrual	15,819,000
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Prepared: 02/06/19 By: stv

On January 7, 2019, the Legislature reconvened. Governor Gavin Newsom and other Constitutional Officers were sworn into office and new bills have been introduced. The deadline to introduce new legislation is February 22nd. Additionally, the new Governor proposed his January Budget on Thursday, January 10, 2019. The following includes a summary of the Governor's proposed budget and updates for 2019 legislative statuses on bills related to sales and use tax, medical and adult use cannabis taxation and regulation, property taxation and economic development that HdL will be tracking.



Governors Proposed Budget

The \$209 billion budget proposal relies on record-setting tax revenues to boost public school spending and healthcare programs while proposing one-time spending to address the homeless/housing crisis and prepare for future natural disasters. In addition, the Governor proposes putting over \$13 billion into eliminating debts, increasing reserves and paying down unfunded pension liabilities.

Before accounting for transfers such as the Rainy-Day Fund, the General Fund revenue is higher than the 2018 Budget Act projections by \$8.1 billion from 2017-18 through 2019-20. General Fund revenue, including transfers, is expected to be \$137 billion in 2018-19 and \$143 billion in 2019-20. Department of Finance (DOF) attributes the projected increase since the 2018 Budget Act to an improved outlook for personal income tax driven by strong wage withholdings and capital gains.

Reserves are expected to grow to \$18.5 billion combined in 2019-20, with \$15.3 billion in the State's Rainy-Day Fund, \$2.3 billion in the Special Fund for Economic Uncertainty and \$700 million in the Social Services reserve.

Sales and Use Tax

The sales and use tax generated General Fund revenue of \$25 billion in 2017-18 is expected to generate \$26.2 billion in 2018 and \$27.4 billion in 2019-20.

- The sales tax revenue forecast outlined in the 2018 Budget Act has since been revised down. The newly revised figures reflect a reduction of \$378 million in 2017-18, \$430 million in 2018-19 and \$565 million in 2019.
- Receipts from sales tax, the state's second largest revenue source, are expected to contribute 18.8 percent of all State General Fund revenues in 2019-20.

Tax on Services

During the Governor's budget presentation, a member of the audience asked about taxing services. The Governor responded that it should be considered. Expanding California's sales tax to services has been a topic of conversation for years but never proceeds due to extreme opposition from those that perform services.

Wayfair v. South Dakota

DOF and CDFTA project an additional \$219 million in tax revenue in 2018-19 and \$554 million in 2019-20. These projections reflect the current South Dakota \$1,000,000/200 transactions annual exemption limits. The Assembly is currently attempting to pass legislation that would lower the exemption threshold to \$500,000 in total annual transactions and potentially increase state and local tax revenue. Please find additional information for AB 147 on page 3.

Medicinal and Adult-Use Cannabis

The DOF expects cannabis excise tax revenues to continue to increase with the legal cannabis market developing. They forecast the tax to generate \$355 million in 2018-19 and \$514 million in 2019-20. However, with their forecast, they caution that "revenue estimates for a newly created market are subject to significant uncertainty."

The Budget includes \$200.6 million from the Cannabis Tax Fund and the Cannabis Control Fund. It also includes an additional \$2.9 million for CDFTA for a cannabis tax enforcement program to increase cannabis tax compliance.

Property Tax

Statewide property tax revenues are estimated to generate \$73.8 billion in 2019-20. A 6 percent increase in forecasted for 2018-19 and a 6.8 percent growth in 2019-20. Approximately 42 percent (\$31 billion) of 2019-20 property tax revenues will go to K-12 schools. This includes \$2.1 billion that schools are expected to receive in 2019-20 pursuant to the dissolution of redevelopment agencies.

Although sales volume declined slightly from 2017 to 2018, the budget anticipates continued solid growth in property tax revenue. The DOF bases this on their data that shows that the demand for homes outpaces supply in many areas of the state. Additionally, employment rates and income are projected to remain strong, contributing to the willingness of prospective homebuyers to enter into the housing market.

Property Tax Backfill

The Budget includes \$31.3 million to backfill wildfire-related property tax revenue losses for cities, counties and special districts. This includes funding for the following:

- \$11.5 million to backfill entities in Butte, Lake, Los Angeles, Orange, Riverside, Shasta, and Siskiyou counties for losses estimated to be incurred in 2019-20 as a result of the 2018 wildfires.
- \$16.1 million to backfill entities in Butte County for losses estimated to be incurred in 2020-21 and 2021-22 due to the Camp Fire.
- \$3.6 million to backfill entities in Lake County for losses estimated to be incurred in 2019-20, 2020-21 and 2021-22 resulting from the wildfires in 2015, 2016, and 2017.

The wildfire-related property tax revenue losses incurred by K-14 schools are backfilled under the Proposition 98 school funding mechanism. The Budget estimates K-14 schools will incur \$19 million in 2019-20 property tax revenue losses because of the November 2018 wildfires.



Legislative Update

ACA 2 (Nazarian) State Tax Agency

This would authorize the Legislature to abolish the State Board of Equalization and instead vest all powers, duties and responsibilities in a single state tax agency or separately in multiple state tax agencies. The measure would deem the CDTFA and the Office of Tax Appeals to be state tax agencies for purposes of these provisions and vest those entities specified powers, duties and responsibilities currently vested in the SBOE.

Status: Introduced December 3, 2018.

AB 72 (Committee on the Budget) Wildfire Recovery, Emergency Preparedness

The Senate passed this bill on February 12, 2019 and it's now on the Governor's desk awaiting a signature. This budget bill included the appropriation of \$31.3 million General Fund to backfill property tax losses incurred as a result of wildfires. This includes estimated current year losses for Butte, Lake, Los Angeles, Orange, Riverside, Shasta & Siskiyou counties; and estimated losses in 2019-20 and 2020-21 for the counties of Butte and Lake.



Sales and Use Tax Legislation

AB31 (C. Garcia) Sales and Use Tax Exemption for Feminine Hygiene Products

This bill, on or after January 1, 2020, would exempt sales and use taxes from the gross receipts from the sale in this state of, and the storage, use, or other consumption in this state of tampons, sanitary napkins, menstrual sponges and menstrual cups.

Status: Referred to Assembly Committee on Revenue & Taxation Committee on January 17, 2019.

AB 66 (Gonzalez) Sales and Use Tax Exemption for Diapers

This bill would exempt from sales and use taxes the gross receipts from the sale in this state of, and the storage, use, or other consumption in this state of diapers for infants and toddlers, designated size 3 or under.

Status: Referred to Assembly Committee on Revenue & Taxation committee on January 17, 2019.

AB 147 (Burke) Use Tax Collection for Retailers Engaged in Business in State

The Sales and Use Tax Law specifies that a retailer engaged in business in this state includes any retailer entering into agreements under which a person or persons in this state, for a commission or other consideration, directly or indirectly refer potential purchasers of tangible personal property to the retailer, whether by an Internet-based link or an Internet Web site, or otherwise, provided that the retailer meets specified total cumulative sales thresholds, including that the retailer has, during the preceding 12 months, total cumulative sales in this state of tangible personal property in excess of \$1,000,000. This bill would reduce that threshold to \$500,000. This bill would also define a retailer under the Sales and Use Tax Law to include every person who is registered with the department as a retailer for purposes of the Sales and Use Tax Law or who is a retailer engaged in business in this state as defined in that law and facilitates a retail sale by another seller that is not registered with the department and who 1) lists or advertises for sale, in any forum, tangible personal property owned by the seller that is subject to tax under the Sales and Use Tax Law, and 2) directly or indirectly through agreements or arrangements with third parties collects payment from the customer and transmits that payment to the seller, regardless of whether compensation or other consideration is received in exchange for its services. The bill would provide that a person meeting that definition who facilitates a sale of tangible personal property for another seller that is not registered under the Sales and Use Tax Law is the retailer "selling" or "making a sale of" the tangible personal property for purposes of use tax collection.

Status: Referred to the Assembly Committee on Revenue & Taxation on January 24, 2019.



DOF and CDFTA project an additional \$219 million in tax revenue in 2018-19 and \$554 million in 2019-20 resulting from the Wayfair v. South Dakota Supreme Court decision.

AB 176 (Cervantes) California Alternative Energy and Advanced Transportation Financing Authority

This bill would extend the authorization to provide financial assistance in the form of a sales and use tax exclusion for qualifying alternative energy projects from January 1, 2021, to January 1, 2031. Under current law, the California Alternative Energy and Advanced Transportation Financing Authority Act authorizes the California Alternative Energy and Advanced Transportation Financing Authority to provide financial assistance in the form of a sales and use tax exclusions from exceeding \$100,000,000 for each calendar year. Qualifying alternative energy projects that promote California-based manufacturing, reduction in greenhouse gases, or reduction in air and water pollution or energy consumption.

Status: Referred to the Assembly Committee on Natural Resources and Revenue and Taxation on January 24, 2019.

AB 321 (Patterson) Trucks for Use In Interstate Or Out-of-state Commerce Exemption

This bill would exclude sales and use tax from the sale of, or the storage, use, or consumption of, a new, used, or remanufactured truck with an unladen weight of 6,000 pounds or more that is purchased for use within this state.

Status: Introduced January 30, 2019.

AB 399 (Brough) Hazardous Substance Tax Law Remittance

Current law requires hazardous waste disposal fees and hazardous waste facility and generator fees be administered and collected by CDTFA in accordance with the Hazardous Substances Tax Law. Existing law requires a fee payer, within 30 days of the date of assessment, to deliver a remittance of the amount of those assessed fees to the office of the department. This bill would require a fee payer to deliver that remittance to the office of the department within 45 days, instead of 30 days of the date of assessment.

Status: Introduced February 6, 2019.

AB 405 (B Rubio) Water Treatment Tax Exemption

This bill would exempt the gross receipts from the sale, storage, use, or other consumption in this state of, chemicals used to treat water, recycled water, or wastewater from sales and use tax regardless of whether those chemicals or other agents become a component part thereof and regardless of whether the treatment takes place before or after the delivery to consumers.

Status: Introduced February 7, 2019.

AB 421 (Waldron) Transportation finance: De Luz Community Services District

With respect to the portion of revenues that is derived from increases in the motor vehicle fuel excise tax beginning in 2010, current law requires, after certain allocations are made, the Controller allocate the remaining amount of this portion of revenues; 44% to the state transportation improvement program, 12% to the State Highway Operation and Protection Program and 44% to cities and counties for local street and road purposes. This bill would require the Controller to allocate a portion of these revenues available for counties to the De Luz Community Services District for local street and road purposes as though the De Luz Community Services District were a county. The bill would thereby make an appropriation.

Status: Introduced February 7, 2019.

SB 43 (Allen) Carbon Taxes

This bill would require the State Air Resources Board, in consultation with the CDTFA, to submit a report to the Legislature on the results of a study, as specified, to propose, and to determine the feasibility and practicality of a system to replace the tax imposed pursuant to the SUT Law with an assessment on retail products sold or used in the state based on the carbon intensity of the product to encourage the use of less carbon-intensive products.

Status: Referred to Senate Committee on Environmental Quality and the Senate Committee on Governance and Finance on January 16, 2019.

SB 162 (Galgiani) California Alternative Energy and Advanced Transportation Financing Authority Sales and Use Taxes Exclusions

The California Alternative Energy and Advanced Transportation Financing Authority Act establishes the California Alternative Energy and Advanced Transportation Financing Authority. The act authorizes, until January 1, 2021, the authority to provide financial assistance to a participating party in the form of specified sales and use tax exclusions for projects, including those that promote California-based manufacturing, California-based jobs, advanced manufacturing, reduction of greenhouse gases, or reduction in air and water pollution or energy consumption. This bill would extend the sales and use tax exclusion for qualifying projects until January 1, 2030.

Status: Referred to the Senate Governance and Finance Committee on February 6, 2019.



Cannabis-Related Legislation

AB 141 (Cooper) Cannabis Informational, Educational or Training Events

This bill would allow retailers, cultivators and manufacturers that are licensed under MAUCRSA to participate in, and not be required to obtain a temporary cannabis event license or other temporary license for a cannabis informational, educational or training event for state and local government officials and their employees.

Status: Referred to the Assembly Committee on Business and Professions on January 24, 2019.

AB 286 (Bonta) Cannabis Tax

The Control, Regulate and Tax Adult Use of Marijuana Act (AUMA) imposed an excise tax commencing January 1, 2018 on the purchase of cannabis and cannabis products at the rate of 15% of the average market price of any retail sale by a cannabis retailer. Commencing January 1, 2018, AUMA also imposed a cultivation tax upon all cultivators on all harvested cannabis that enters the commercial market. This bill would reduce that excise tax rate to 11% on and after the operative date of this bill until June 1, 2022, at which time the excise tax rate would revert back to 15%. This bill would suspend the imposition of the cultivation tax on and after the operative date of this bill until June 1, 2022.

Status: Referred to the Assembly Committees on Revenue and Taxation and Business and Professions on February 7, 2019

SB 51 (Hertzberg) Cannabis Financial Institutions

This bill would create the Cannabis Limited Charter Banking and Credit Union Law to be administered by the Commissioner of Business Oversight and the Department of Business Oversight. The bill would create the Cannabis Limited Charter Bank and Credit Union Advisory Board and specify its composition to include the Treasurer, the Controller and the Chief of the Bureau of Cannabis Control, and commit the general responsibility that this law functions in a safe and efficient way.

Status: Referred to the Senate Banking, and Financial Institutions Committee on January 16, 2019.



Property Tax Legislation

AB 42 (Gallagher) Disaster Relief for County of Butte Camp Fire

This bill would state the intent of the Legislature to enact legislation that would provide property tax revenue reductions resulting from reassessments for damages incurred within the County of Butte due to the 2018 Camp Fire.

Status: Introduced December 3, 2018.

AB 213 (Reyes) Property Tax Revenue Allocation Adjustments for Vehicle License Fee

This bill, for the 2019-2020 fiscal year, will alter the vehicle license fee adjustment fee calculation to the product of that sum and the percentage change in gross taxable assessed valuation within the jurisdiction of that entity between the 2018-2019 fiscal year and the product of the amount of specified motor vehicle license fee revenues that the Controller allocated to the applicable city in July 2010 and 1.17. Additionally, beginning fiscal year 2020-2021, the vehicle license fee adjustment would amount to be the sum of the vehicle license fee adjustment amount for the prior fiscal year and the product of the amount as so described and the percentage change from the prior fiscal year in gross taxable assessed valuation within the jurisdiction of the entity.

Status: Referred to the Committee on Local Government on February 4, 2019.

ACA 1 (Aguiar-Curry) Voter Approval for Affordable Housing and Public Infrastructure Exception

The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, or city and county to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, rehabilitation, or replacement of public infrastructure or affordable housing, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

Status: Introduced December 3, 2018.

SB 196 (Beall) Community Land Trust Welfare Exemption

Current property tax law provides for a "welfare exemption" for property used exclusively for religious, hospital, scientific, or charitable purposes and that is owned or operated by certain types of nonprofit entities, if certain qualifying criteria are met. This bill, for lien dates occurring on and after January 1, 2020, would provide that property is within the welfare exemption if that property is owned by a community land trust and the property is being or will be developed or rehabilitated as housing.

Status: Introduced January 31, 2019.

SCA 3 (Hill) Inheritance Exclusion for Change in Ownership

Summary: The California Constitution generally limits ad valorem taxes on real property to 1% of the full cash value of that property. For purposes of this limitation, "full cash value" is defined as the assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value" or, thereafter, the appraised value of that real property when purchased, newly constructed, or a change in ownership has occurred. The California Constitution specifies various transfers that are not deemed to be a "purchase" or "change in ownership" of a property for these purposes, including the purchase or transfer of a principal residence from parents to their children, or, under certain circumstances, from grandparents to their grandchildren, and the purchase or transfer of the first \$1,000,000 of the full cash value of all other real property transferred from parents or grandparents to their children or grandchildren. This measure would limit the above-described \$1,000,000 exclusion for purchases or transfers of real property other than a principal residence to purchases or transfers of nonresidential real property.

Status: Read in the Assembly Committee on Rules on January 7, 2019



Economic Development Legislation

AB 11 (Chiu) Community Redevelopment Law of 2019

This bill would authorize a city or county, or two or more cities acting jointly, to propose the formation of an affordable housing and infrastructure agency by adoption of a resolution of intention that meets specified requirements, including that the resolution of intention include a pass-through provision and an override pass-through provision.

Status: Referred to the Assembly Committee on Housing and Community Development on January 17, 2019.

SB 5 (Beall) Local-State Sustainability Investment Incentive Program

This bill would establish the Local-State Sustainable Investment Incentive Program which would be administered by the Sustainable Investment Incentive Committee. This would authorize a city, county, city and county, joint powers agency, enhanced infrastructure financing district, affordable housing authority, community revitalization and investment authority or transit village development district to apply to the Sustainable Investment Incentive Committee to participate in the program and would authorize the committee to approve or deny applications for projects meeting specific criteria. *Status: Referred to the Senate Committee on Governance and Finance January 24, 2019.*

SB 15 (Portantino) Redevelopment

The Community Redevelopment Law authorized the establishment of redevelopment agencies in communities to address the effects of blight, as defined. Existing law dissolved redevelopment agencies as of February 1, 2012, and provides for the designation of successor agencies, as defined, to wind down the affairs of the dissolved redevelopment agencies. This bill would state the intent of the Legislature to enact legislation relating to redevelopment. *Status: Referred to the Senate Committee on Rules January 16, 2019.*

SB 128 (Beall) Change in Bond Issuance Requirements for Enhanced Infrastructure Financing Districts

Existing law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district, with a governing body referred to as a public financing authority, to finance public capital facilities or other specified projects of communitywide significance. Existing law authorizes the public financing authority to issue bonds for these purposes upon approval by 55% of the voters voting on a proposal to issue the bonds and requires the proposal submitted to the voters to include specified information regarding the bond issuance. This bill would instead authorize the public financing authority to issue bonds for these purposes without submitting a proposal to the voters and require the resolution to issue bonds to contain specified information related to the issuance of the bonds. *Status: Referred to the Senate Committee on Governance and Finance January 24, 2019.*

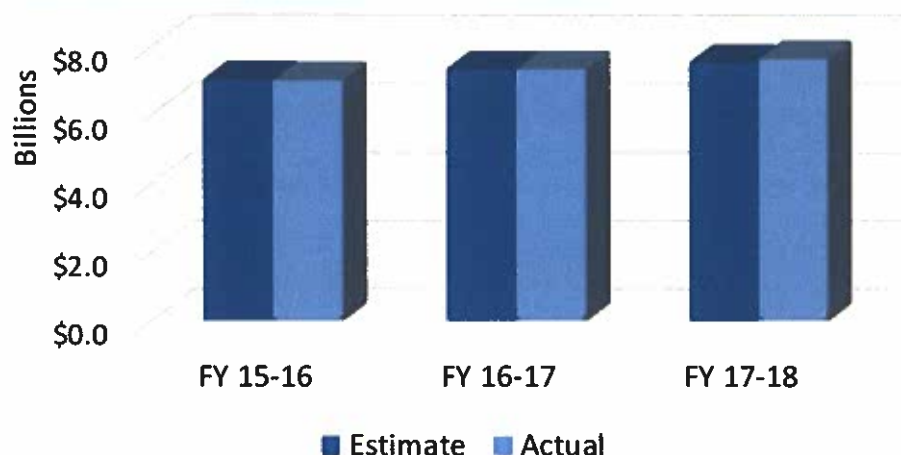
STATEWIDE 2011 LOCAL REVENUE FUND FORECAST

HdL has developed a method to estimate statewide 2011 Local Revenue Fund (LRF) allocations with the goal of further enhancing the breadth and value of services we provide to County clients. These estimates will be shared every quarter, along with County Proposition 172 Public Safety Fund projections. We believe this new information will be helpful to County clients throughout the state given the size and importance of this revenue source.

HdL's Local Revenue Fund estimates are based primarily on our quarterly Consensus Forecast economic projections for Bradley-Burns sales tax and, as a result, the estimates are sensitive to changes in the state's retail sales outlook. As with any economic forecast, accuracy may be impacted by unforeseen events or state accounting adjustments.

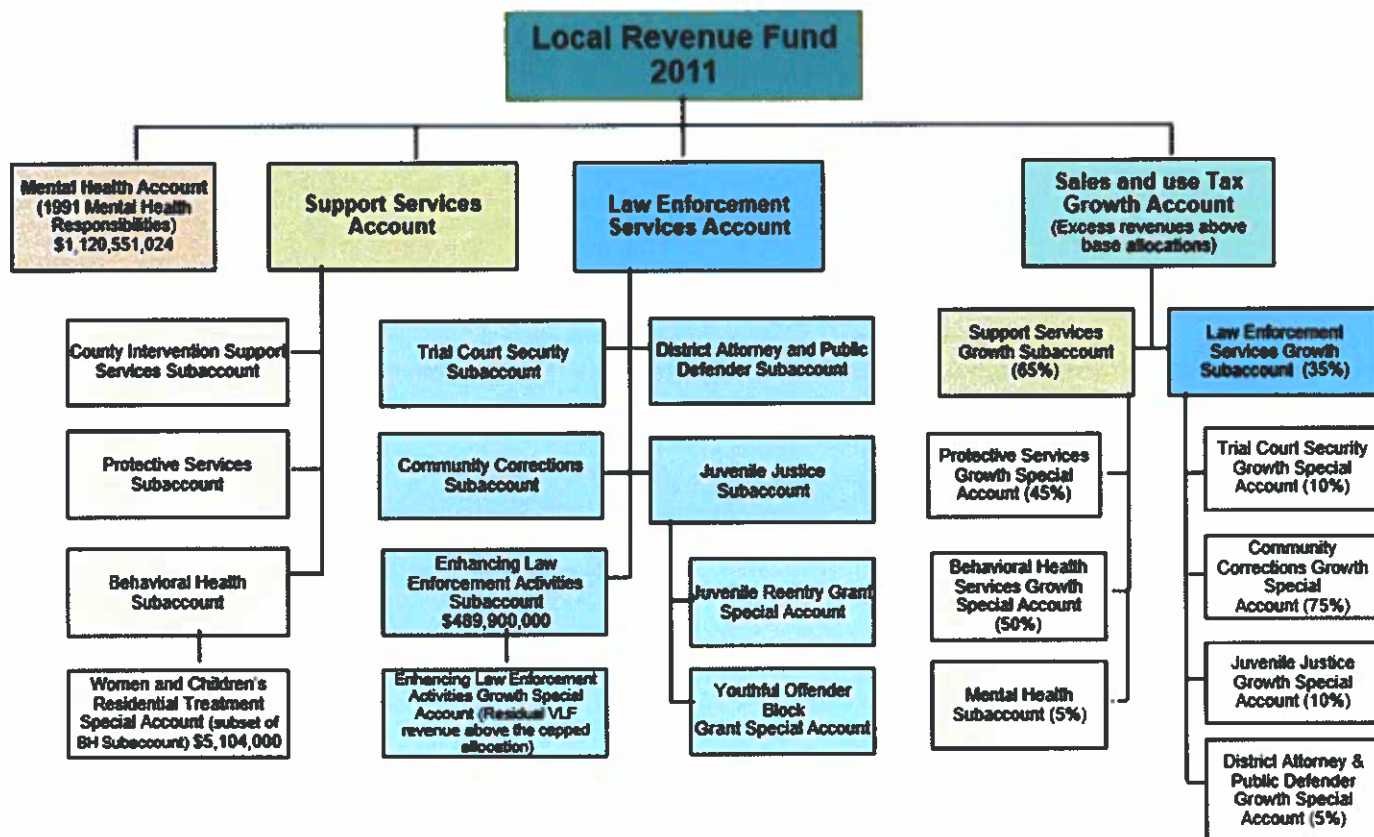
There is limited historical data available to back-test our model as the 2011 Local Revenue Fund has, until recently, been subject to numerous one-time adjustments. Nevertheless, we are pleased with retroactive comparisons of model estimates to actuals summarized in the chart below and we have reason to believe that the forecasts will deliver results that are within an acceptable level of variance. We will track accuracy over time and work to improve the forecast methodology as additional historical results become available for further analysis.

Back-test: Local Revenue Fund Projection Accuracy
Average accuracy within 0.6% over the last 3-years



Allocations from the Statewide 2011 Local Revenue Fund are distributed to Counties based on ratios that change each year. For additional assistance, the California State Association of Counties (CSAC) has compiled helpful information on realignment posted on its Realignment 101 Course Materials webpage. Notably, the *Statewide Local Revenue Fund Forecasting Workbook - Excel* spreadsheet on that page will aid in identifying individual allocation ratios by County for the 2011 Local Revenue Fund.

As an overview, allocations from the 2011 Local Revenue Fund are allocated to various subaccounts as depicted in the following graphic before being allocated to County agencies. Our accompanying forecast provides a projection of 2011 Local Revenue Fund allocations by each major account depicted in the graphic below, including the Mental Health Account, Support Services Account, Law Enforcement Services Account and the Sales and Use Tax Growth Account.



Attribution: Graphic from CSAC's "Realignment 101: The Basics of 1991 and 2011 Realignments" training program

If you have questions, please contact Ken Brown at 714-879-5000, or kbrown@hdlcompanies.com



LANDMARK WAYFAIR DECISION FACILITATES COLLECTION OF ONLINE RETAIL SALES AND USE TAXES

Over the next two months, the California Department of Tax and Fee Administration (CDTFA) will begin implementing a recent U.S. Supreme Court decision that will facilitate state and local government taxation of online retail sales, a revenue source that CDTFA estimates may represent up to \$2 billion dollars annually in combined state, county, city and special district tax revenues. This landmark case could have serious implications not only for local governments but for California's overall fiscal health, given that sales and use tax is the second largest revenue source for the State General Fund.

A Bit of Tax History

Use tax was first imposed in 1935 to protect California retailers by discouraging buying from out of state to avoid the state sales tax. Accordingly, consumers who purchase tangible personal property from out of state are liable for use tax at a rate equivalent to their local sales tax, however consumers often do not report the tax. Use tax is also imposed on the storage, use, lease or other consumption of tangible personal property any time a sales tax has not been paid by the retailer.

The growth in e-commerce sales has exacerbated the problem since many online retailers do not have a "physical presence" in the state and are therefore not required to collect and remit sales and use taxes associated with their transactions in California. With the slow but steady rise in online sales in recent years, which the CDTFA maintains, shows that online sales now account for 10 percent of total retail sales in California. This "sales tax gap" has become a source of increasing concern for both state and local governments.

AB 155: California's Initial Attempt at Online Retailer Accountability

The first successful effort to address this problem was in 2011 when the Legislature enacted AB 155. This expanded the universe of online businesses required to collect and remit use tax by creating a new nexus for three categories of retailers:

- 1) Retailers with an Affiliate Nexus: Those retailers who enter into agreements with California residents under which the resident, for consideration, refers customer to the retailer, and cumulative gross receipts for the retailer exceeded \$10,000 annually. This has also been called the "click-through" nexus.
- 2) Retailers with a Corporate Nexus: Those retailers who are members of a commonly controlled group that performs services in the state related to tangible personal property sold by the retailer.

- 3) Retailers with a Long-Arm Nexus: Any retailer that has a substantial nexus in the state for purposes of the Commerce Clause of the U.S. Constitution, and upon whom federal law allows the state to impose a duty to collect tax. (This is California's long-arm statute).

AB 155 mainly affected online retailers but its implementation was delayed until 2012 under a deal Amazon struck with the state, which gave it time to build warehouses, thereby creating both jobs and a physical presence in California. But the long-arm provision is the most important in the context of the *Wayfair* decision. It will allow California to adjust its tax collection procedures to follow the Supreme Court decision, possibly based on the provisions in South Dakota's law.

South Dakota: The Road to *Wayfair*

In 2016, South Dakota enacted S.106, a law requiring remote sellers to pay sales tax if they met one of two conditions in the prior or current calendar year:

- 1) Their gross revenue exceeded \$100,000; or
- 2) They made 200 or more separate sales transactions to South Dakota residents.

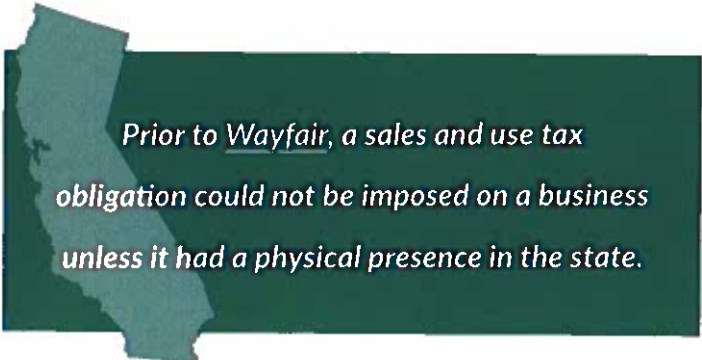
Some remote sellers refused to comply with the new law. South Dakota responded by suing three of the largest online retailers in the state: Wayfair, Overstock.com, and New Egg, all businesses with annual revenue of over \$1 billion. The trial court and the South Dakota Supreme Court ruled in favor of the remote sellers, citing the physical presence requirement established in *Quill Corp. v. North Dakota*, 502 U.S. 808 (1992) and *National Bellas Hess, Inc. v. Dept. of Revenue of Illinois*, 386 U.S. 753 (1967). South Dakota appealed to the U.S. Supreme Court.

Wayfair Paves the Way to Taxation of Online Retailers

In June 2018, the U.S. Supreme Court in the case of *South Dakota v. Wayfair, Inc.*, 138 S. Ct. 2080 overturned a legal precedent dating back to 1967 when it eliminated the "physical presence test" for determining a substantial nexus that would allow a state to require a business to collect and remit sales and use tax. Prior to *Wayfair*, a sales and use tax obligation could not be imposed on a business

unless it had a physical presence in the state seeking to impose the obligation. With the *Wayfair* decision, a major obstacle requiring online retailers to pay their fair share of sales and use tax has been removed.

The U.S. Supreme Court overruled *Quill* and *Bellas Hess*, calling the physical presence requirement an "arbitrary measure" that does not "put businesses on an even playing field." The Court vacated the lower court rulings and found that the South Dakota law met the substantial nexus requirement established in *Complete Auto Transit, Inc. v. Brady*, 430 U.S. 274 (1977), satisfying the Commerce Clause requirements for the validity of state taxes.



Prior to Wayfair, a sales and use tax obligation could not be imposed on a business unless it had a physical presence in the state.

In announcing its decision, the Court cited aspects of South Dakota's law that protects interstate commerce:

- 1) It has a safe harbor for limited business activity;
- 2) It has no retroactive application; and
- 3) It includes a system to reduce administrative and compliance costs, as it follows the Streamlined Sales and Use Tax Agreement (SSUTA), requiring member states to adopt uniform definitions, state level tax administration, and the provision, free of charge, of compliance software to retailers with audit protection for those who use it.

CDFTA Director Nicolas Maduros, in a joint hearing before the Senate Governance and Finance Committee and the Assembly Revenue and Taxation Committee on October 15, 2018, laid out in general terms the plan for implementing *Wayfair* in California. In concentrating on online retailers, the department will focus on the collection of the use tax since California law provides that effective sales tax collection must involve in-state participation or negotiation by the retailer. Maduros testified that the "full contours" of implementation are not yet known. For example, the volume of sales that will trigger use tax obligations for online retailers has yet to be established.

Maduros made it clear that California's implementation will not be retroactive, and that his department plans to issue a notice by the end of the year informing online businesses of the need to comply with California sales and use tax law.

During the joint legislative hearing on October 15th, legislators in Sacramento questioned whether California, with its significantly larger economy, should have a different threshold for use tax collection than that employed in South Dakota. It is not yet clear if CDTFA will pursue a different standard but the department has publicly acknowledged that imposing a different standard will require state legislation which would of necessity delay the department's implementation efforts.

While the details of California's implementation of Wayfair have not been ironed out, it appears that the era of avoiding sales and use tax in online transactions is finally coming to an end.

Implementing Wayfair in California

At its October 24th Stakeholder Meeting in Sacramento, CDTFA announced its intention to implement Wayfair by making use of the "long-arm statute" created by AB 155. The long-arm statute enables the state to impose a tax collection requirement on any retailer that has a substantial nexus with the state for purposes of the Commerce Clause of the U.S. Constitution. Again, the U.S. Supreme Court in Wayfair opined that South Dakota's threshold (\$100,000 or 200 individual transactions) established a sufficient nexus for the state to mandate collection of the applicable use tax. CDTFA has signaled its intention to use the South Dakota standard for California.

Impact on Local Governments

As California prepares to implement the Wayfair decision, cities and counties have a strong incentive to remind state officials to consider the likely impact on local governments in advance of any action. Additionally, they should consider how that action will affect local voter-approved transactions and use taxes, the municipal share of the sales

tax, as well as the pooling arrangements for revenues by which use tax is allocated on a pro-rata basis to cities and counties.

Over time, cities and counties should generate additional revenues if they are resourceful in both lobbying the state as it crafts changes to safeguard their interests in the post-Wayfair environment, and in devising ways to apply the substantial nexus test without the obstacle of the physical presence requirement.

There is also the threshold question of what the test will be for local governments to impose a valid tax, with the physical presence test now eliminated. Any guidance issued by the state will hopefully make it clear when a substantial nexus does and does not exist.

Summary

While the details of California's implementation of Wayfair have not yet been ironed out, it appears that the era of avoiding sales and use tax in online transactions is finally coming to an end. This is good news for local governments whose destination-based sourcing for transactions and use taxes helps keep revenues in local communities.

CDTFA's plan to employ the state's long-arm statute and begin to more aggressively enforce collection of revenues will begin to address the revenue gaps identified by a 2017 State Board of Equalization Study citing remote-seller-related revenue losses of \$1.4 billion. As CDTFA's Wayfair reforms take hold, local governments should begin to realize the first increased revenues by Fiscal Year 2019-20 and greater amounts by 2020-21.

Click the links below for additional information:

[Senate Media Archive](#) for the Joint Hearing on October 15th of the Senate Governance and Finance Committee and the Assembly Revenue and Taxation Committee

CDTFA October 24th [Stakeholder Meeting](#)

Text for [AB155](#)



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IN THIS ISSUE:

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- [Sales at County's Biggest Restaurant Chains Improved in 2018](#)
- [Tesla is Keeping Its Stores Open but Increasing Prices To Do It](#)
- [JC Penney Closing More Stores After Weak Holiday Season](#)
- [Payless Bankruptcy Spells Trouble for Vulnerable Malls](#)
- [Charlotte Russe Will Close All of Its Stores and Start Liquidation](#)

How US Retailers Turn Their Bane into Boon with 'Click and Collect'

As retail casualties such as Sears or Toys 'R' Us kept piling up, costly real estate often got the blame for traditional retailers' struggle to keep up with e-commerce rivals. Yet last U.S. holiday shopping season showed stores may offer retailers a rare competitive advantage as they scramble to fend off the challenge from e-commerce giant Amazon.com and other online retailers. Enter "click and collect." Sales where customers order goods online and pick them up at a nearby store soared 47 percent in November and December compared with a year earlier, outstripping 16.5 percent growth in online

sales, according to Adobe Analytics. [Read More](#)

Sales at County's Biggest Restaurant Chains Improved in 2018

Sales at the 500 largest restaurant chains in the U.S. rose 3.3% last year, according to Technomic's Top 500 Chain Restaurant Advance Report, as the industry proved more resilient than expected in the face of a challenging environment. The chains generated \$318 billion in total sales in 2018, up from \$308 billion the year before, as both fast-casual and fine-dining chains grew quickly on the back of an improving economy. [Read More](#)

Tesla is Keeping Its Stores Open but Increasing Prices To Do It

Last month, electric car company Tesla announced that it was saying goodbye to brick-and-mortar stores and would try to sell its cars completely online. Now, in a blog post, the company has announced that it's not quite done with physical stores after all. Ten percent of the company's stores have already been shuttered, and another 10 percent are "under review," but that's as far as the cuts will go for now. The saving grace will also mean that Tesla "will need to raise vehicle prices by about 3% on average worldwide," the blog post reads, with an exception on its mass-market Model 3, whose lowered price has been a priority for the California-based company. [Read More](#)

JC Penney Closing More Stores After Weak Holiday Season

J.C. Penney is closing more stores following weak holiday sales season for the retailer. Net income tumbled nearly 70 percent, and a key measure for health dropped 4 percent in the fourth quarter, the most crucial period of the year for retailers who bank on strong holiday sales. The company did top expectations for the fourth quarter results and under new CEO Jill Soltau, the department store rid itself of unprofitable inventory and said it will have positive free cash flow this year. [Read More](#)

Payless Bankruptcy Spells Trouble for Vulnerable Malls

Payless ShoeSource, the retailer that once ruled the U.S. shoe market, is taking its last steps. The company, founded in 1965, announced that it had filed for its second bankruptcy and would be closing all its stores across the country. Payless is a tenant at many regional malls, many of which have had other troubled in-line tenants. While in many big cities, vacant retail in prime areas is sure to get snapped up quickly, shopping

malls already struggling with store closures are vulnerable, according to a just-released report by credit rating agency DBRS. [Read More](#)

Charlotte Russe Will Close All of Its Stores and Start Liquidation

Charlotte Russe will close all of its stores and is in negotiations to sell its intellectual property, the company confirmed. The Charlotte Russe online store has closed and the in-store liquidation sale began Thursday at 416 stores. Like with other liquidation sales, all sales are final. The last day to use gift cards is March 21 and all stores are expected to be closed by April 30. [Read More](#)

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HdL provides relevant information and analysis on the economic forces affecting local government agencies. We serve over 400 cities, counties and special districts in California. Our allocation audits and software help local governments maximize



By The Numbers

Percent of change from one year ago.

CALIFORNIA DATA

Ports (January):

Containers

Imported ↑ **3.46%**

Exported ↓ **-2.70%**

Airport Traffic (December)

Passengers

Domestic ↑ **3.87%**

International ↑ **0.07%**

their revenues.

**We Deliver Revenue, Insight and Efficiency
to Local Government.**

Unemployment Rate:

January 2018 4.4%

January 2019 4.2%

ARCHIVE

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[Volume 8 Issue 17, December 14, 2018](#)

[Volume 9 Issue 1, January 23, 2019](#)

[Volume 9, February 15, 2019](#)

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS TAX RECORDS

WHEREAS, pursuant to Ordinance _____, the City of Ukiah entered into a contract with the Department of Tax and Fee Administration to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

WHEREAS, the City Council of the City of Ukiah deems it desirable and necessary for authorized representatives of the City to examine confidential sales, use and transactions tax records of the Department of Tax and Fee Administration pertaining to sales, use and transactions taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department of Tax and Fee Administration records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Department.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UKIAH HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Department of Tax and Fee Administration (hereafter referred to as Department), is hereby appointed to represent the City of Ukiah with authority to examine sales, use and transactions tax records of the Department pertaining to sales, use and transactions taxes collected for the City by the Department pursuant to the contract between the City and the Department. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to that contract.

Section 2. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Department, is hereby appointed to represent the City with authority to examine those sales, use and transactions tax records of the Department, for purposes related to the following governmental functions of the City:

- (a) City administration
- (b) Revenue management and budgeting
- (c) Community and economic development
- (d) Business license tax administration

(a) through (d) are governmental functions that often involve use of sales tax data. Please select from this list or add categories as needed to reflect local usage of sales tax data.

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

Section 3. That Hinderliter, de Llamas & Associates is hereby designated to examine the sales, use and transactions tax records of the Department pertaining to sales, use and transactions taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions:

- (a) has an existing contract with the City to examine those sales, use and transactions tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to the contract between the City and the Department and for purposes relating to the governmental functions of the City listed in section 2 of this resolution.

PASSED AND ADOPTED this 18th day of December, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Update on Emergency Repair of Percolation Pond Levees at the Wastewater Treatment Plant, and Determine that Emergency Conditions Continue to Require the Repair of the Percolation Pond Levees.

DEPARTMENT: Water Resources **PREPARED BY:** Sean White, Water Resources Director

ATTACHMENTS:

1. CC Reso 2019-56 - Approving Emergency Procurement RE Percolation Pond Levees

Summary: The City Council will review an emergency award of contract to repair the percolation pond levees at the Wastewater Treatment Plant, to comply with Public Contract Code Section 22050.

Background: At the regular meeting of December 4, 2019, the City Council voted unanimously to adopt a resolution finding that emergency conditions would not allow sufficient time to publicly bid the repair of the (Attachment #1).

The City Council awarded a contract to Ghilotti Construction under Public Contract Code Section 22050 to repair the percolation pond levees at the Wastewater Treatment Plant. That section allows such repairs without competitive bidding in an emergency, if the City Council on a 4/5 vote makes specified findings. However, pricing was solicited from two companies.

Discussion: Under Public Contract Code Subsection (c)(1) the City Council is required to review the emergency action taken on December 4th at every regularly scheduled meeting thereafter until the action is terminated.

In reviewing the action, the City Council must determine whether the emergency conditions excusing competitive bidding continue for the repair of percolation pond levees at the Wastewater Treatment Plant. It must make that finding by a 4/5 vote.

Recommended Action: Determine that emergency conditions continue to require the repair of the Percolation Pond Levees at the Wastewater Treatment Plant without competitive bidding.

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

RESOLUTION NO. 2019-56**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050 THE EMERGENCY PROCUREMENT WITHOUT PUBLIC BIDDING OF CONSTRUCTION SERVICES TO REPAIR THE PERCOLATION POND LEVEES AT THE CITY OF UKIAH WASTEWATER TREATMENT PLANT****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City") beginning in February 2019; and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council; and
3. On March 20, 2019 and subsequently as necessary, City Council approved continuing of the Local Emergency Resolution Proclamation; and
4. During the floods in February and March, the percolation pond levees at the Ukiah Wastewater Treatment Plant ("WWTP") sustained significant damage; and
5. Repairs to the percolation pond levees were not immediately possible to high inflows and levee inundation; and
6. Dewatering of the percolation ponds enough to fully assess the damage, solicit bids, and schedule repairs was recently achieved; and
7. Without these ponds the WWTP cannot operate at full capacity and storage is significantly impaired; and
8. With the onset of the high inflow season the City will need full the WWTP for have full capacity and storage capabilities to avoid impacts to the Russian River; and
9. The City Engineer estimates that it would take 120 days to develop plans and specifications to bid the construction work required to repair the percolation pond levees, to advertise requests for bids, to award the bid and to commence construction and an additional 3-4 weeks to complete the work; and
10. The need for full capacity and storage capabilities is likely to commence within sixty days and could be sooner, depending on the weather; and
11. Under Public Contract Code Section 22050(a)(1) in the case of an emergency, the City, pursuant to a four-fifths vote of the City Council, may repair or replace a public facility and procure the necessary equipment, services, and supplies for those purposes, without giving

notice for bids to let contracts; and

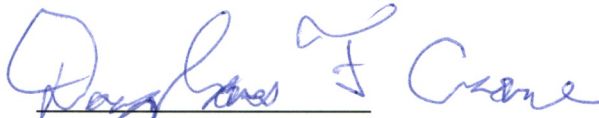
12. Under Public Contract Code Section 22050(a)(2) before the City Council takes such action, it must make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency;

NOW, THEREFORE, BE IT RESOLVED that:

1. Based on the foregoing recitals and information, the City Council finds that an emergency condition exists that must be repaired to avoid public health hazards that could result, if the repair work was put out for competitive bids in compliance with the procedures required by the Uniform Construction Cost Accounting Act.
2. The City Council authorizes the procurement of construction services to repair the percolation pond levees at the WWTP without providing notice inviting bids.
3. The City Council authorizes the City Procurement Officer to contract with Ghilotti Construction, Inc. to repair the backwash basins at the WWTP for a not to exceed amount of \$315,620.00.
4. Awarding a contract to repair the percolation pond levees is categorically exempt from environmental review under the California Environmental Quality Act as a Class 2 categorical exemption, because it involves the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. (14 CCR §15302.)
5. The emergency action taken by this resolution shall terminate upon the City Council's approval of a certificate of completion for the backwash basin repair work.

PASSED AND ADOPTED this 4th day of December, 2019, by the following roll call vote:

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



Douglas F. Crane, Mayor

ATTEST:



Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for the 2019 Street Rehabilitation Project, Specification No. 19-08 and Approval of Corresponding Budget Amendment in the Amount of \$301,987

DEPARTMENT: Public Works **PREPARED BY:** Jarod Thiele, Public Works Management Analyst

ATTACHMENTS:

1. Notice of Completion-Spec 19-08

Summary: Council will Consider Approval of Notice of Completion for the 2019 Street Rehabilitation Project, Specification No. 19-08 and Approval of Corresponding Budget Amendment in the Amount of \$301,987

Background: On May 1, 2019 Council approved an award of contract to Ghilotti Construction Company in the amount of \$1,061,380 for the construction of the 2019 Street Rehabilitation Project, Specification No. 19-08. This project included an asphalt overlay of several streets in the city and all associated pedestrian facilities. The streets that were improved are Orchard Avenue from Gobbi Street to Perkins Street, Walnut from Park Blvd to Dora Street, Garrett Drive from Elm Street to Bush Street, Park Blvd from Walnut Street to the west end, Warren Drive, and Plum Drive.

Discussion: As construction continued on the various streets, Staff directed the contractor to remove North Bush Street from the project due to a possible conflict with Phase four of the Recycled Water Project. Staff then directed the contractor to overlay Walnut Avenue which required additional curb ramps and other pedestrian facilities to be constructed which increased the quantities from the original bid.

Work on this project was completed in substantial conformance on November 1, 2019. At this time Staff is requesting approval of the Notice of Completion (Attachment #1) which will be filed with the County Recorder's office so the retention can be released 35 days after and approval of a corresponding budget amendment in the amount of \$301,987.

The City's general fund will borrow internally to finance this project. The internal borrowing will be paid with Measure Y revenues received in fiscal year 2020-21.

Recommended Action: Approve the of Notice of Completion for the 2019 Street Rehabilitation Project, Specification No. 19-08 and Approval of Corresponding Budget Amendment in the Amount of \$301,987

BUDGET AMENDMENT REQUIRED: Yes

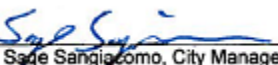
CURRENT BUDGET AMOUNT: 12024200.80230.18156: \$1,061,380

PROPOSED BUDGET AMOUNT: 12024200.80230.18156: Additional \$301,987

FINANCING SOURCE: Internal borrowing, Future Measure Y Revenues

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1920-001

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

Approved: 
Sage Sangiacomo, City Manager

Please return to:

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

No fee pursuant to Government Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the real property described is owned by the following whose address is: City of Ukiah, a Municipal Corporation, 300 Seminary Avenue, Ukiah, California 95482-5400.
2. That the nature of the title to the 2019 Street Rehabilitation Project, Specification No. 19-08 of all said owners is that of fee simple.
3. That on the 1st day of November, 2019, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is Ghilotti Construction Company, Inc. 246 Ghilotti Avenue, Santa Rosa, CA 95407.
5. That the real property herein referred to is described as the specific street sections in Mendocino County, California within the Ukiah City Limits.

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: Consideration and Possible Adoption of a Resolution Amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department (to be continued to the 1/15/20 meeting).

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

ATTACHMENTS:

None

Summary: Council will consider continuing the Public Hearing for the Fee Schedule for the Planning and Building Divisions of the Community Development Department to the January 15, 2020, at 6:00 p.m.

Background: The analysis for this report is in progress and will be ready at the January 15, 2020, meeting.

Discussion: Staff recommends continuing the Public Hearing for the Fee Schedule for the Planning and Building Divisions of the Community Development Department to the January 15, 2020, at 6:00 p.m.

Recommended Action: Continue the Public Hearing for the Fee Schedule for the Planning and Building Divisions of the Community Development Department, to the January 15, 2020, at 6:00 p.m.

BUDGET AMENDMENT REQUIRED:

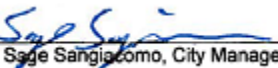
CURRENT BUDGET AMOUNT:

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Consider Adoption of Resolution Adopting a 2020 Legislative Platform to Serve as Guidelines for Local, State, and Federal Legislative Matters.

DEPARTMENT: City Manager / Admin **PREPARED BY:** Shannon Riley, Deputy City Manager

ATTACHMENTS:

1. Resolution_Legislative Platform 2020
2. 2020 Strategic Goals

Summary: Council will consider adoption of a Resolution adopting a 2020 Legislative Platform to provide guidance regarding local, state and federal legislative matters, and allow the City to weigh in on such matters in a timely fashion. A legislative platform enables the Mayor and/or City Manager, or their designee, to submit advocacy letters on behalf of the City if the proposed legislation is within the City's adopted legislative platform guidelines. Additionally, legislative platform guidelines enable the City to actively participate in the regional, state and federal legislative processes on behalf of the City of Ukiah.

Background: The ability of the City to serve the residents and provide for a thriving and sustainable community requires support from all levels of government. Local government is uniquely and best positioned to support, serve, and respond to community and individual needs. However, with local, state and federal legislative policy, action is often needed to support local government in having this impact. These legislative policies can affect the City's ability to deliver services, shape what services are delivered, impact the resources available for services, and remove obstacles to delivering services. These policies often require immediate attention. By adopting the proposed Resolution with Exhibit A (Attachment #1) adopting the platform, the City will be able to immediately respond to specific proposed policy changes.

Discussion: In order to fulfill the City's commitment to the community, positive local, state and federal action--including the allocation of resources--should be sought.

The California State Legislature alone considers thousands of bills during each legislative session. Any number of these bills can affect cities—through changes in funding, employment law, water regulation, etc. Also, from time-to-time the League of California Cities("the League") asks its members to support or oppose certain bills because they are beneficial or damaging to city interests. The platform would be used when applicable on local, regional, state and federal matters. An overview of the League's 2020 strategic goals and priorities is provided as Attachment #2.

The proposed 2020 Legislative Platform from the City states it does not take positions on matters outside the scope and purpose of municipal government. Occasionally, the City is asked to take positions that do not materially affect the scope and purpose of our municipal government; these tend to be quality of life or social issues; or federal government matters like foreign policy.

The legislative platform would not preclude the Mayor or Councilmembers from placing an item on the agenda for consideration. However, it would provide guidance to others about positions typically taken by the City

Council.

To this end, if the City should adopt the proposed 2020 Legislative Platform, it would provide a guide for the City's legislative advocates and highlight key issues important to the local community. The platform provides 14 over-arching guiding principles intended for specific legislative action and supports existing City Council-established goals and policies. The legislative priorities outlined streamline the legislative approval process by providing clear direction on pertinent legislative issues for our community. It is by no means all-encompassing.

The platform is reviewed by Council on an annual basis in coordination with the State's legislative calendar, and is listed on the tracking calendar for Council review.

Staff recommends the adoption of the proposed Resolution that includes the 2020 Legislative Platform providing overall guidance that allows the Mayor and/or the City Manager, or their designee, to send letters of support or opposition to the League and the legislature to protect or advocate for legislation to better our community.

Recommended Action: Adopt resolution adopting a 2020 Legislative Platform to serve as guidelines for local, state, and federal legislative matters.

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: Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2019-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING AND ADOPTING A 2020 LEGISLATIVE PLATFORM**

WHEREAS; a legislative platform is a tool that the City Council and staff can utilize to support the goals and objectives of the City; and

WHEREAS, the California State Legislature alone considers thousands of bills during each two-year legislative session; and any number of these bills can affect cities—through changes in funding, employment law, or water regulation as examples; and

WHEREAS, development of a Legislative Platform provides the opportunity to identify issues and priorities that may be addressed through legislative advocacy; and

WHEREAS, the City desires to be proactive and involved in the governmental decision making process directly affecting the City of Ukiah and the League of California Cities; and

WHEREAS, the platform will also be used when applicable on other local, regional, state, and federal matters not evaluated by the League; and

WHEREAS, adoption of a 2020 Legislative Platform enables the City Council and staff to react quickly to most legislative issues as they arise; and

WHEREAS, the 2020 Legislative Platform can be provided to State and Federal representatives so they are made aware of the issues that are important to Ukiah; and

WHEREAS, the City Council wishes to adopt the 2020 Legislative Platform which provides overall guidance that allows the City Manager and the Mayor, or their designee, to send letters of support or opposition to the League and the local, state and federal legislature in certain instances.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Ukiah hereby adopts a “2020 Legislative Platform,” attached as “Exhibit A” to this Resolution.

DULY AND REGULARLY ADOPTED this 18th day of December, 2019.

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY OF UKIAH

Douglas Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

CITY OF UKIAH LEGISLATIVE PLATFORM 2020

PURPOSE OF PLATFORM

The City of Ukiah recognizes the need for active legislative engagement at the local, state and federal levels to protect and enhance the interests of Ukiah's residents and businesses. Accordingly, City officials maintain close relationships with Ukiah's state and federal representatives to advocate, influence and monitor pertinent legislation.

The purpose of this platform is to clearly outline the position of the City on priority issues and matters that impact the City's ability to operate effectively, while allowing consideration of additional legislative issues that arise during the legislative session. By doing this, the legislative process is streamlined by receiving clear direction at the beginning of the legislative session from the City Council on pertinent legislative issues.

The League of California Cities is a primary resource for the City of Ukiah with respect to state and federal legislative matters affecting municipal government, and the following priorities are consistent with those of the League. The platform will also be used when applicable on other local, regional, state and federal matters not evaluated by the League. Platform priorities are intended to assist the Mayor, City Council, and staff to proactively and appropriately address legislation to promote City interests and preserve local legislative authority if and when necessary.

PRIORITIES

The City of Ukiah takes the following positions and the Mayor and the City Manager may send corresponding letters of opposition or support without further City Council action.

1. The City values its ability and authority to exercise local control, enable excellent public services and protect and enhance the quality of life for Ukiah residents and businesses. The City supports efforts to streamline regulations that simplify the job of running the City and opposes efforts that erode the City's authority to control its own affairs.
2. The City opposes attempts to decrease, restrict or eliminate city revenue sources and opposes any efforts at the local, state or federal level to retain additional revenues currently dedicated to local government for state purposes.
3. The City opposes any regulations or legislative actions that would eliminate or limit the City's ability to provide utility services within the incorporated jurisdiction.
4. The City supports local, state and federal budget plans that provide sustainable, reliable funding for priority local government programs.
5. The City supports any legislative or regulatory action that increases the energy value for the electric customer.
6. The City supports the use of California Air Resources Board's (CARB) Cap and Trade program allowances and energy resources that are clean, renewable and cost effective.
7. The City supports increases in transportation funding for local street and road improvements to promote investing in the maintenance and rehabilitation of aging infrastructure.
8. The City embraces efforts to obtain funding for economic development and environmental initiatives, including planning and implementation of regional transportation and traffic

congestion relief projects, and the creation of affordable housing. The City also supports legislation that provides incentives for job creation and retention, including legislation that increases funding and allowable uses for the Community Development Block Grant program.

9. The City supports policy that advocates for a clean environment and policy to improve environmental standards and promote sustainable energy policies.
10. The City supports legislation and policies that enable local officials to access resources to provide quality police, fire, emergency management, emergency medical services, youth violence prevention initiatives, and to engage the community in its own safety.
11. The City values a sustainable quality of life and supports parks and open space, recreation facilities, environmental and climate protection, resource conservation, libraries, arts and culture and legislation and policies that emphasize sustainable development.
12. The City supports legislation that provides Cities addition funding and tools and preserves local authority to address housing production, affordability, and homelessness challenges.
13. The City supports policy that helps improve disaster preparedness, recovery, and climate resiliency.
14. The City supports policy that promotes the sustainability of public pension and retirement health benefits.

In most cases the City of Ukiah will not take positions on matters not affecting the primary scope and purpose of municipal government – for example social issues or foreign policy, however such items can be brought forward to Council if appropriate.

TRACKING

The City Manager (or City Manager designee) will provide updates on important legislative issues and/or those matters that the City has stated a position on during the City Manager's comment section to City Council. Copies of all correspondence will be copied to City Council.

REVIEW

This platform will be reviewed prior to each year's legislative session in January of each year.

2020 Strategic Goals

How does the League determine the organization's top issues?

Every year, the League's members and leadership work together to set strategic priorities for the next 12 months. These goals focus our legislative and advocacy activities and serve as a powerful tool for advancing local control.

2020 Strategic Priorities

Throughout the state, city leaders – urban, suburban and rural – work hard every day to improve the quality of life for their residents. To meet this commitment to our communities, city leaders come together annually and set the League of California Cities strategic priorities, to strengthen our cities as vibrant places to live, work, and play. We stand ready to work collaboratively with the Governor, the Legislature and other stakeholders to accomplish these strategic priorities in 2020.

1. **Improve the supply and affordability of housing.** Provide cities with financial tools to increase construction of housing, particularly for vulnerable populations, reform state regulatory barriers, and ensure cities retain flexibility based on the size, geography, demographics, impact mitigation and land use needs of each community.
2. **Advocate for increased funding and resources to prevent homelessness and assist individuals experiencing homelessness.** Secure additional resources and flexibility to provide navigation assistance, emergency shelters and permanent supportive housing and strengthen partnerships with stakeholders to ensure mental health, substance abuse treatment, and wraparound services are available for adults and youth at risk or already experiencing homelessness in our communities.
3. **Address fiscal sustainability.** Raise awareness among stakeholders about the fiscal challenges cities face and work collaboratively to secure new revenue tools and flexible prudent policies to ensure cities are able to provide essential services to their residents while maintaining their ability to meet pension obligations.
4. **Strengthen community and disaster preparedness, public safety, and resiliency.** Improve community resiliency to disasters and environmental threats, and strengthen infrastructure stability and control, through expanding partnerships, including state and federal agencies, and securing additional resources and support for climate change adaptation, planning, preparedness, response, recovery, and sustainability in our cities.
5. **Address public safety concerns of California cities.** Reform recently enacted criminal justice laws — enacted by both statute and initiative — that have eroded public safety protections of California residents through the passage of the Police Chiefs/Grocer's-sponsored criminal justice reform measure eligible for the November 2020 state ballot, or by equivalent reforms achieved through legislative action. Protect public safety by reducing access to firearms by the mentally ill. Support additional tools and resources to address critical community challenges such as homelessness, mental health, domestic violence, drug rehabilitation, human trafficking, and workforce development for ex-offender reentry.



AGENDA SUMMARY REPORT

SUBJECT: Authorize City Manager to Negotiate and Execute a Purchase Agreement for Two Parcels APN 002-273-19, 002-273-30, Located at 501 South State Street, and Approve the Community Development Director's Determination that the Purchase of the Two Parcels Qualifies for a CEQA Exemption.

DEPARTMENT: City Manager / Admin

PREPARED BY: Traci Boyl, Management Analyst

ATTACHMENTS:

1. CA1-125 Ukiah Sale Agreement

Summary: City Council will consider authorizing the City Manager to negotiate and execute a purchase agreement for the two parcels, APN 002-273-19, 002-273-30, which include the Bank of America building and adjacent parking lot located at 501 South State Street, and consider approving the Community Development Director's Determination that the purchase of the two parcels qualifies for a CEQA exemption.

Background: To accommodate the increasing complexity and diversity of services offered by the City; office and work space needs; and to facilitate more effective and efficient interactions with the community, the City has been presented with, and deliberately considered, a strategic opportunity to acquire a community facility in the downtown corridor.

Based upon input from City management and staff, it has been determined that the Civic Center and Annex building combined currently lack enough space to effectively meet the growing service delivery needs of our agency. Additionally, due to the physical separation of the two buildings (the Annex and Civic Center) which both provide customer service, there is a lack of cohesiveness in the provision of those services.

The two parcels located at 501 S State Street, APN 002-273-19, 002-273-30, Ukiah, CA which include the Bank of America building and adjacent parking lot have become available for purchase and are being offered to the City for purchase at a price below market rate. The site is conveniently located within proximity to the existing City administrative buildings, Ukiah Valley Conference Center, and Grace Hudson Museum.

Discussion: Bank of America closed this branch in 2017, but maintains ATMs at the location; the facilities are in very good condition. An appraisal report prepared on June 19, 2019, by George R. Dutton of Dutton Appraisal and Consulting has been completed for the parcels APN 002-273-19, 002-273-030. The report estimates the 'as-is' market value of the two parcels is one million, four-hundred-and-fifty thousand dollars (\$1,450,000). The two parcels, APN 002-273-19 and 002-273-030, are being offered for sale to the City of Ukiah for the purchase price of seven-hundred and fifty thousand dollars (\$750,000). For the purpose of providing a central location for City residents to conduct City business and to allow for the expanding needs of City departments, Staff recommends that Council authorize the City Manager to negotiate and execute a purchase agreement in the amount of \$750,000 for the two parcels APN 002-273-19 and 002-273-30 at 501 South State Street, Ukiah, CA.

The City will ultimately fund the acquisition, required improvements (e.g., ADA access elements) and other necessary project costs to the building through a private placement financing (i.e., a bank or other institutional investor). The procurement of the building itself will be in cash to facilitate a prompt closing, with the City

being reimbursed through that financing. The Finance Department is developing a financing plan and will present its recommendations to Council after the final details of the plan have been completed. Finance anticipates this to be done by late January 2020.

Two budget amendments are requested as part of this recommended action. The accounts and amounts (breakouts estimated) are as follows:

20822500.80200.18176 Building purchase: \$650,000

20822500.80210.18176 Land Acquisition (parking lot): \$100,000

At this time, Staff recommends that Council approve the Community Development Director's Determination that the purchase of the two parcels qualifies for a CEQA exemption (to be provided at the Council meeting) and authorize the City Manager to negotiate and execute the purchase and sale agreement (Attachment #1) with Bank of America.

Recommended Action: Approve the Community Development Director's Determination that the purchase of the two parcels qualifies for a CEQA exemption; authorize City Manager to negotiate and execute a Purchase Agreement for the two parcels, APN 002-273-19, 002-273-30, located at 501 South State Street; and approve the corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 0

PROPOSED BUDGET AMOUNT: \$750,000 total:

20822500.80200.18176 Building purchase: \$650,000

20822500.80210.18176 Land Acquisition (parking lot): \$100,000

FINANCING SOURCE: External, private placement financing

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager

Name of Property: Ukiah
 MH Property ID#: CA1-125
 Address: 501 South State Street, Ukiah, California 95482
 County and State: Mendocino County, California

PURCHASE AND SALE AGREEMENT
(With Lease-Back of ATM Site)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made between **BANK OF AMERICA, NATIONAL ASSOCIATION**, a national banking association ("Seller"), and **CITY OF UKIAH**, a California general law municipal corporation ("Purchaser").

In consideration of the mutual covenants herein contained, Seller and Purchaser agree as follows:

1. **PURCHASE AND SALE**

1.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (herein called the "Property"):

(a) **Land.** That certain tract of land (the "Land") more particularly described on Exhibit A, attached hereto and incorporated herein by reference together with all improvements, if any, located thereon;

(b) **Easements.** All easements, if any, benefiting the Land;

(c) **Rights and Appurtenances.** All rights and appurtenances pertaining to the foregoing, if any, including any right, title and interest of Seller, if any, in and to adjacent streets, alleys or rights-of-way;

(d) **Improvements.** All improvements (the "Improvements") in and on the Land; and

(e) **Tangible Personal Property.** Subject to the provisions of Section 9.2 and Section 9.3 hereinafter, all of Seller's right, title and interest in all appliances, fixtures, equipment, machinery, furniture, carpet, drapes and other personal property, if any, owned by Seller and located on or about the Land and the Improvements not removed by Seller by Closing (as defined in Section 6.1 below).

1.2 **ATM Lease-Back.** As set forth in Article 4 and Article 6 and elsewhere in this Agreement, at Closing, Purchaser shall lease back to Seller a portion of the Property pursuant to the ATM Lease (as hereinafter defined).

2. **PURCHASE PRICE**

2.1 **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) and shall be paid by Purchaser to Seller at the Closing (as defined in Section 6.1). The Purchase Price shall be payable at Closing in United States currency as provided in Section 6.6(a) below.

3. EARNEST MONEY

3.1 Earnest Money. Within two (2) business days after notice to Purchaser that this Agreement has been accepted by Seller and Seller has executed this Agreement (which notice may be sent by email), Purchaser shall deliver to FIRST AMERICAN TITLE INSURANCE COMPANY (the "Escrow Agent"), as escrow agent, at 201 South College Street, Suite 1440, Charlotte, NC 28244, Attention: Peggy Hey, Sarah C. Palmer and Alicia K. Otten (Re: Title File NCS-401470-657-KCTY), 704.405.3208, 704.405.3207 and 704.376.3503, phey@firstam.com, spalmer@firstam.com, and aotten@firstam.com, by cashier's check at the address in Section 10.1 hereof or by wire transfer to such account as directed by Escrow Agent a deposit in an amount equal to ten percent (10%) of the Purchase Price in United States dollars (such amount, together with all interest, if any, earned thereon being referred to as the "Earnest Money"), together with an executed W-9 form if Purchaser desires to have Escrow Agent invest such Earnest Money in an interest bearing account. The Earnest Money shall be held in accordance with the Earnest Money Escrow Agreement Terms attached to this Agreement as Exhibit B. Seller shall have the option to declare a default and Terminate this Agreement if the Earnest Money is not delivered to the Escrow Agent within such time. As used herein, "Terminate" and/or "Terminated" shall mean the termination of this Agreement, by Purchaser or Seller as applicable as expressly set forth in this Agreement, in which event thereafter neither party hereto shall thereafter have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives the termination of this Agreement. After expiration of the Inspection Period (as hereinafter defined), if Purchaser has not Terminated this Agreement as set forth in Section 4.2, the Earnest Money shall be non-refundable for any reason, except Seller's default or as otherwise expressly set forth herein. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price.

4. CONDITIONS TO CLOSING

4.1 Title Commitment, Survey and Phase I.

(a) Prior to the execution of this Agreement, Seller has delivered or made available to Purchaser for Purchaser's review, among other items, (i) a commitment for title insurance (the "Title Commitment") for an Owner's Policy of Title Insurance issued by First American Title Insurance Company (the "Title Company"); (ii) a survey of the Property (the "Survey"); (iii) a Phase I environmental site assessment ("Phase I"), and (iv) the form of a lease and related documents (collectively, the "ATM Lease"), for a portion of the Property for use by Seller for drive-up and walk-up ATMs, the form of which is as set forth on Exhibit D and made a part hereof.

(b) Seller shall deliver to Purchaser within thirty (30) days after full execution of this Agreement for the Property, (i) if Purchaser desires to purchase an Owner's Policy of Title Insurance and desires to incur further costs (beyond those set forth in Section 6.4) with respect thereto, an endorsement or its equivalent to the Title Commitment (the "Endorsement"), naming Purchaser as the insured and updating the effective date of the Title Commitment; (ii) a Survey certified to Purchaser and updating the effective date of the Survey, if required by the Title Company, but only if Purchaser desires such update and desires to incur further costs (beyond those set forth in Section 6.4) with respect thereto, if any; and (iii) a certificate certifying the Phase I to Purchaser (in the event such a certificate is available from the environmental consultant). Purchaser shall be required to accept title insurance from Seller's Title Company and title agent, and by execution of this Agreement, Purchaser agrees that said title agent shall close the transaction contemplated by this Agreement.

(c) The conveyance of the Property shall be subject to certain Permitted Exceptions. The term "Permitted Exceptions", as used herein, shall mean (i) the title exceptions listed in Schedule B of the Title Commitment, (ii) any general exceptions and exclusions contained in the standard owner's policy of the Title Company that are not deleted pursuant to the Owner's Affidavit, and (iii) the exceptions listed in the Deed attached as Exhibit C hereto.

(d) Seller shall deliver to Purchaser within ten (10) days after full execution of this Agreement a copy of the Commercial Real Property Owner's Guide to Earthquake Safety (including whether or not the Property is situated in a Special Study Zone as designated under the Alquist-Priolo Special Earthquake Studies Zone Act, which may subject construction or development of the Property to the findings of an acceptable geologic report).

(e) After the expiration of the Inspection Period, Purchaser shall have the right to object in writing to any title matters which are not listed in the Title Commitment delivered pursuant to Section 4.1(a) or (b) above and which adversely affect Purchaser's title to the Property, as reasonably determined by Purchaser in good faith, if (y) such matters are placed of record after the effective date of the most recent Title Commitment received by Purchaser prior to the expiration of the Inspection Period (or, as to Survey matters, arise after the date of the Survey received by Purchaser prior to the expiration of the Inspection Period), and (z) such objection is made by Purchaser within five (5) business days after such updated Title Commitment or Survey is received by Purchaser, but, in any event, prior to the Closing ("Gap Matters"). In the event of any such Gap Matters, if such Gap Matters are not cured to Purchaser's reasonable satisfaction as of Closing, Purchaser may at Closing elect to either (i) Terminate this Agreement by written notice to Seller delivered on the Closing Date, and the Earnest Money shall be refunded to Purchaser, or (ii) accept such exceptions to title and the Closing shall occur as herein provided without any reduction of or credit against the Purchase Price.

4.2 Inspection. Prior to the execution of this Agreement, Purchaser has had the opportunity to tour the Property and make personal inspection thereof. In addition, upon forty-eight (48) hours prior request, Purchaser may inspect the Property at any reasonable time on or before thirty (30) days after the date of this Agreement (the "Inspection Period") for the purpose of conducting such further investigations and inspections as Purchaser shall deem appropriate, including but not limited to obtaining geotechnical reports and obtaining building reports, but excluding any Phase II environmental site assessment without Seller's express written consent, which may be withheld in Seller's sole discretion. Purchaser acknowledges that the Property is comprised of operating banking centers and agrees that Purchaser must be accompanied by a representative of Seller when inspecting the Property and that certain inspections must occur after business hours. Purchaser may Terminate this Agreement by notifying Seller in writing prior to the expiration of the Inspection Period, for any reason in Purchaser's sole discretion, in which event the Earnest Money shall be refunded to Purchaser. In the event Purchaser does not give such notification to Seller in writing prior to the expiration of the Inspection Period, Purchaser shall be deemed conclusively to have waived its termination rights under this Section 4.2. Purchaser shall bear the cost of all such inspections and investigations of the Property. Purchaser shall be liable for all costs and expenses, and for damages or injury to any person or property resulting from any inspection, and Purchaser shall indemnify and hold harmless Seller from any liability, claims or expenses (including, without limitation, construction liens and/or reasonable attorneys' fees) resulting therefrom. The obligations of Purchaser set forth in this Section 4.2 shall survive Closing or the termination of this Agreement, as applicable.

4.3 Confidentiality. All information provided by Seller to Purchaser or obtained by Purchaser relating to the Property in the course of its review, including, without limitation, any environmental assessment or audit, shall be treated as confidential information by Purchaser and Purchaser shall instruct

all of its employees, agents, representatives and contractors as to the confidentiality of all such information. Purchaser will not, except with the express prior written consent of Seller, directly or indirectly, (a) disclose or permit the disclosure of any information to any person or entity, except persons who are bound to observe the terms hereof, or (b) use or permit the use of all information pertaining to the Property (1) in any way detrimental to the Seller or (2) for any purpose other than evaluating the contemplated purchase of the Property. Purchaser agrees, that if the closing does not occur, Purchaser will promptly return to the Seller or its authorized agent all written or tangible information pertaining to the Property, including all copies or extracts thereof, and all notes based upon the information. Neither the Seller, nor any of its officers, directors, employees, agents or representatives, shall be deemed to make or have made any representation or warranty as to the accuracy or completeness of any information pertaining to the Property or whether or not the information provided constitutes all of the information available to the Seller; and neither the Seller nor any of its officers, directors, employees, representatives or agents shall have any liability resulting from Purchaser's use of any information pertaining to the Property. Notwithstanding anything to the contrary set forth in this Agreement, the obligations of Purchaser set forth in this Section 4.3 shall survive the Closing or the termination of this Agreement, as applicable.

4.4 Termination. If this Agreement is Terminated pursuant to Section 4.2 above, neither party shall have any further obligations under this Agreement except with respect to the obligations specified in Section 4.2, Section 4.3, this Section 4.4 and Section 10.2, and the Earnest Money shall be paid to Purchaser. Purchaser shall, within ten (10) days of such termination or any other termination, deliver to Seller copies of the Title Commitments, Surveys, and any updates, all feasibility studies, engineering reports, environmental reports and all other information obtained by Purchaser with respect to the Property. The obligations of Purchaser set forth in this Section 4.4 shall survive termination of this Agreement.

5. NO REPRESENTATIONS OR WARRANTIES BY SELLER;
ACCEPTANCE OF PROPERTY; COVENANTS BY SELLER

5.1 Disclaimer. PURCHASER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE AND DO NOT MAKE, AND SELLER AND ITS AGENTS SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THE DEED, AS DEFINED BELOW), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY OR THE OPERATION THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY APPLIANCES, FIXTURES, EQUIPMENT, MACHINERY, FURNITURE, VAULTS AND VAULT DOORS (IF ANY ARE SO LOCATED IN THE PROPERTY), OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER AND ITS AGENTS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, CALIFORNIA HEALTH &

SAFETY CODE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW), MOLD OR MILDEW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR ITS AGENTS AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER AND/OR SELLER'S AGENTS (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY, MOLD OR MILDEW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER AND ITS AGENTS ARE NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION 5.1 SHALL SURVIVE THE CLOSING.

5.2 Hazardous Materials. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

5.3 Environmental Requirements. Environmental Requirements shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the

environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

5.4 Environmental Risks. Purchaser acknowledges that there are, or may be, certain environmental issues and/or risks with respect to the Property.

5.5 Indemnity. Purchaser hereby expressly acknowledges that from and after the Closing, Purchaser shall be responsible and liable for the proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements in accordance with all Environmental Requirements, including the regulations at 40 C.F.R. Section 61 as authorized under the Clean Air Act and all regulations promulgated or to be promulgated under all other applicable local, state or federal laws, rules or regulations, as same may be amended from time to time. Furthermore, from and after Closing, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, costs, damages or other liability, including attorney's fees, incurred by Seller as a result of any Hazardous Materials being located now or previously on the Property or in the Improvements or as a result of Purchaser's failure to comply with the requirements of this Section in connection with Purchaser's proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements. This Section shall survive the Closing of this Agreement.

5.6 Release. Purchaser, on behalf of itself and its heirs, successors and assigns hereby waives, releases, acquits and forever discharges Seller, its officers, directors, shareholders, employees, agents, attorneys, brokers, property managers, representatives, and any other persons acting on behalf of Seller and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser or any of its heirs, successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Property or the Improvements (including, but not limited to, any vault that may be located in the Property and the access and operation of any such vault and the door(s) thereof, including any keys or codes with respect thereto obtained by Purchaser), including, without limitation, any Hazardous Materials in, at, on, under or related to the Property or the Improvements, or any violation or potential violation of any Environmental Requirement applicable thereto. Notwithstanding anything to the contrary set forth herein, this Section shall survive the Closing or termination of this Agreement.

THIS RELEASE INCLUDES CLAIMS OF WHICH PURCHASER IS PRESENTLY UNAWARE OR WHICH PURCHASER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY PURCHASER, WOULD MATERIALLY AFFECT PURCHASER'S RELEASE TO SELLER. PURCHASER SPECIFICALLY WAIVES THE PROVISION OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Seller's initials _____

Purchaser's initials _____

Notwithstanding anything to the contrary set forth herein, this release shall survive the Closing or termination of this Agreement.

5.7 Natural Hazard Disclosures. Purchaser hereby waives any obligation of Seller to deliver a report detailing the natural hazards affecting the Property prepared by an independent third party pursuant to California Civil Code Sec. 1102.4. Seller shall make the natural hazard disclosures pursuant to California Government Code Sections 8589.3, 8589.4 and 8589.5, and California Public Resources Code Sections 2621.9, 2694 and 4136.

6. CLOSING

6.1 Closing. The closing (the "Closing") shall be held on a date determined by Seller (the "Closing Date"), which shall not be later than (i) thirty (30) days after the banking center located on the Property has closed for business or (ii) thirty (30) days after the expiration of the Inspection Period (the "Closing Deadline"), provided Seller shall have the right to extend the Closing Deadline for up to an additional thirty (30) days. The Closing shall be held in escrow by delivering all documents and the Purchase Price to the Escrow Agent, or its designee, on or before the Closing Deadline, unless the parties mutually agree upon another time or date.

6.2 Possession. Possession of the Property shall be delivered to Purchaser upon Closing, subject to the Permitted Exceptions.

6.3 Proration: Taxes. At Closing, pro-rations of income and expense and the apportionment of taxes shall be as follows:

(a) All prorations of income, expense and taxes shall be made as of midnight of the day prior to the Closing. Taxes shall be prorated based upon the maximum allowable discount and other applicable exemptions. If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation based upon the maximum allowable discount and other applicable exemptions. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property is fixed for the year in which the Closing occurs, the parties agree that there shall be no post-closing adjustment of the tax proration. If the Property is not assessed as a separate parcel for tax or assessment purposes, then such taxes and assessments attributable to the Property shall be determined by Seller in its reasonable discretion. If, as of the Closing, the Property is not being treated as a separate tax parcel, then Purchaser shall, at its sole cost and expense, use diligent best efforts to ensure that the Property is assessed separately for tax and assessment purposes within no more than one year from the Closing Date.

(b) Seller shall pay the Rent due under the ATM Lease, for, at Seller's option, the first month or the entire term.

(c) The agreements of Seller and Purchaser set forth in this Section 6.3 shall survive the Closing.

6.4 Closing Costs. Except as otherwise expressly provided herein, Seller shall pay, on the Closing Date, all of the cost of the preparation of the deed, any documentary stamps or transfer taxes on the deed and surtax, if any (exclusive of any that, under state or local laws, are imposed on the buyer or grantee), and certified and pending special assessment liens for which the work has been substantially completed, and Purchaser shall pay, on the Closing Date, any documentary stamps or transfer taxes on the deed and surtax, if any, that, under state or local laws, are imposed on the buyer or grantee, the cost of the Title Commitment, including, without limitation, the cost of any title searches or abstracts of the Property, and the premium for the Owner's Policy, all recording costs, intangible tax on any mortgage, documentary stamps or tax on any note, pending special assessment liens for which the work has not been substantially

completed, the cost of any inspections conducted by or for the benefit of Purchaser, including, but not limited to, any zoning, permitting or other certification that may be obtained by Purchaser or that may be required to be delivered to Purchaser by any governmental authority as a condition to the conveyance of the Property from Seller to Purchaser, and any other customary charges and costs of closing. In addition, Purchaser shall reimburse Seller for the cost of (a) the Title Commitment and any search fees, the Survey, and the Phase I, which costs are, as of the date hereof, \$835.00 for the initial Title Commitment, \$4,240.00 for the initial Survey, and \$1,900.00 for the initial Phase I, and which costs for Survey and Phase I are in accordance with the rates negotiated by Seller with the vendors, and (b) any recertifications, endorsements and updates thereof required in connection herewith. Notwithstanding the foregoing, in the event Purchaser assigns this Agreement after the full execution of this Agreement, provided Purchaser receives Seller's consent for said assignment as outlined in Section 10.8 below, Purchaser shall be responsible for Seller's attorney's fees associated with said assignment in the amount of Seven Hundred Fifty and 00/100 Dollars (\$750.00). Except as otherwise provided herein, each party shall pay its own attorneys' fees. Purchaser shall pay the cost of any escrow fees, closing fees, and any fees to prepare the Closing Statement charged by the Escrow Agent. The premiums for the title insurance policies shall be at the rates promulgated by the state or recording district, as applicable, where the Property is located.

6.5 Seller's Obligations at the Closing. At the Closing, Seller shall deliver to Escrow Agent, or its designee, each of the following documents but in no event earlier than the delivery to Seller of all of the proceeds of sale of the Property by wire transfer or immediately available U.S. funds:

(a) Deed. A Grant Deed in the form approved for or otherwise customarily used for conveyances in the recording district in which the Property is situated (the "Deed") properly executed by Seller for recording conveying the Property and the Improvements located thereon to Purchaser subject to no exceptions other than the Permitted Exceptions.

(b) Evidence of Authority. Copy of such documents and resolutions as may be acceptable to the Title Company, so as to evidence the authority of the person signing the Deed and other documents to be executed by Seller at the Closing.

(c) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person", as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended.

(d) Owner's Affidavits. An executed affidavit or other document for the Property acceptable to the Title Company in issuing the Owner's Policy without exception for possible lien claims of mechanics, laborers and materialmen or for parties in possession, and insuring the "gap."

(e) Bill of Sale and Assignment. Bill of Sale and Assignment for the Property (the "Bill of Sale") executed by Seller and Purchaser assigning to Purchaser the Tangible Personal Property, in the form attached to this Agreement as Exhibit D.

(f) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(g) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement, provided Seller shall not be required to cure any title objections.

(h) California Form 593-C. A properly executed California Form 593-C or other evidence sufficient to establish that Purchaser is not required to withhold any portion of the Purchase Price pursuant to Sections 18805 and 26131 of the California Revenue and Taxation Code.

(i) ATM Lease. An executed copy of the ATM Lease, as described in Section 4.1 above, together with any documentation required under the ATM Lease, including the Memorandum of Lease and any Subordination, Non-Disturbance and Attornment Agreement.

6.6 Purchaser's Obligations at the Closing. At the Closing, Purchaser shall deliver to Seller the following:

(a) Purchase Price. The Purchase Price by wire transfer of immediately available U.S. funds.

(b) Evidence of Authority. Such consents and authorizations as Seller may reasonably deem necessary to evidence authorization of Purchaser for the purchase of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Purchaser in connection with Closing.

(c) Other Documentation. The Closing Statement and the Bill of Sale, and such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

(d) California Filing. A properly executed Preliminary Change of Ownership Report.

(e) ATM Lease. An executed copy of the ATM Lease, as described in Section 4.1 above, together with any documentation required under the ATM Lease, including the Memorandum of Lease and any Subordination, Non-Disturbance and Attornment Agreement.

6.7 Closing Conditions. In addition to Purchaser's waiver of its termination rights under Section 4 by the failure to Terminate in accordance with Section 4.2, Purchaser's obligation to deliver funds and to acquire the Property are both conditioned upon: (a) Title Company shall have committed to issue an extended coverage owners policy, insuring fee title is vested in Purchaser subject only to the Permitted Exceptions; and (b) Seller shall not be in material default of its obligations hereunder. These conditions are for the benefit of Purchaser only, and if not satisfied by the Closing Date may thereafter be waived unilaterally by Purchaser. By closing the Transaction, Purchaser shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Section. In the event any of the conditions set forth in this in Section 6.7 are neither waived nor fulfilled, Purchaser may notify Seller in writing of such failure (which written notice shall detail such failure), and if such failure remains uncured within five (5) business days after receipt of such written notice, Purchaser may Terminate this Agreement by written notice to Seller and Escrow Agent, in which event, subject to any rights and remedies, if any, that either party may have pursuant to the terms of this Agreement in the event of any default or breach hereunder, if any, the Earnest Money shall be refunded to Purchaser, and, thereafter, neither party shall have any further rights or obligations hereunder except as provided in any section hereof that by its terms expressly provides that it survives any termination of this Agreement.

7. RISK OF LOSS

7.1 Condemnation. If, after the date of this Agreement and prior to the Closing, action is initiated to take the entire Property by eminent domain proceedings or by deed in lieu thereof, Purchaser may either (a) Terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser, and, thereafter, neither party shall have any further rights or obligations hereunder except as provided in any section hereof that by its terms expressly provides that it survives any termination of this Agreement, or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing. If, prior to the date of this Agreement, an action has been initiated to take any of the Property by eminent domain proceedings or by deed in lieu thereof, any award made by the condemning authority shall be paid to Seller and the portion of the Property taken shall be deleted from the Property without a reduction in the Purchase Price.

7.2 Casualty. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property and its Improvements suffer any damage in excess of \$100,000.00 prior to the Closing from fire or other casualty, which Seller, at its sole option, does not repair, Purchaser may either (a) Terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser, and, thereafter, neither party shall have any further rights or obligations hereunder except as provided in any section hereof that by its terms expressly provides that it survives any termination of this Agreement, or (b) consummate the Closing, in which latter event the proceeds of any insurance not exceeding the Purchase Price and covering such damage shall be assigned to Purchaser at the Closing. If the Property and its Improvements suffer any damage less than or equal to \$100,000.00 prior to the Closing, Purchaser agrees that it will consummate the Closing and accept the assignment of the proceeds of any insurance covering such damage at the Closing.

8. DEFAULT

8.1 Default by Purchaser. The parties acknowledge that in the event of a default by Purchaser, Seller's actual damages would be extremely difficult or impracticable to determine; therefore, the parties agree that the amount of the Earnest Money has been agreed upon as the parties' reasonable estimate of Seller's damages, and in the event that Purchaser fails to perform all of Purchaser's obligations under this Agreement, and any such failure continues for five (5) Business Days after the date of written notice (which written notice shall detail such failure), Seller shall be entitled to Terminate this Agreement by written notice to Purchaser of such termination and the Earnest Money deposited hereunder by Purchaser, together with all interest earned thereon, shall be paid to Seller within five (5) Business Days of such written notice of termination as liquidated damages and such shall be Seller's sole and exclusive remedy at law or in equity for any default by Purchaser under this Agreement; provided that such liquidated damages shall not be a limitation upon any obligation of the Purchaser to indemnify and hold harmless the Seller contained in this Agreement. The obligations of Purchaser set forth in this Section 8.1 shall survive termination of this Agreement.

IN ADDITION, THE EVENT THE CLOSING AND THE CONSUMMATION OF THE TRANSACTION HEREIN CONTEMPLATED DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF PURCHASER, PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF PURCHASER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE; PROVIDED, HOWEVER THAT THIS

PROVISION WILL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES, NOR WAIVE OR AFFECT PURCHASER'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, NOR WAIVE OR AFFECT PURCHASER'S OBLIGATIONS TO RETURN OR PROVIDE TO SELLER DOCUMENTS, REPORTS OR OTHER INFORMATION PROVIDED TO OR PREPARED BY OR FOR PURCHASER PURSUANT TO APPLICABLE PROVISIONS OF THIS AGREEMENT. THEREFORE, PURCHASER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT PURCHASER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO THE LIQUIDATED DAMAGES AS SET FORTH ABOVE IN THIS SECTION 8.1. SAID AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY PURCHASER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. UPON DEFAULT BY PURCHASER, THIS AGREEMENT WILL BE TERMINATED AND, EXCEPT FOR PURCHASER'S INDEMNITY AND OTHER SPECIFIC OBLIGATIONS REFERRED TO HEREIN WHICH MAY BE ENFORCED BY SELLER (IN ADDITION TO COLLECTION AND RETENTION BY SELLER OF PURCHASER'S DEPOSIT AS PROVIDED HEREUNDER), NEITHER PARTY WILL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM PURCHASER AND ESCROW HOLDER.

Seller's initials _____

Purchaser's initials _____

8.2 Default by Seller. The parties acknowledge that in the event of a default by Seller, Purchaser's actual damages would be extremely difficult or impracticable to determine; therefore, the parties agree that the amount of the Earnest Money, together with (a) all interest (if any) earned thereon and (b) the sum of \$5,000.00, has been agreed upon as the parties' reasonable estimate of Purchaser's damages, and should Seller default, and should any such default continue for five (5) Business Days after the date of written notice (which written notice shall detail such default), Purchaser shall be entitled to Terminate this Agreement by written notice to Seller of such termination and the Earnest Money deposited hereunder by Purchaser, together with the sums listed in (a) and (b) above, shall be returned to Purchaser and such shall be Purchaser's sole and exclusive remedy at law or in equity for any default by Seller under this Agreement.

8.3 Return/Delivery of Earnest Money. In the event the Earnest Money is returned to the Purchaser, as provided in Section 8.2 above, or delivered to the Seller, as provided in Section 8.1 above, upon the return or delivery of the same, the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for the obligations specified in Section 4.2, Section 4.4 and Section 10.2 hereof. Nothing set forth herein shall release Purchaser from its obligations and indemnifications set forth in Section 4.2, Section 4.4 and Section 10.2 of this Agreement.

9. FUTURE OPERATIONS

9.1 Future Operations. From the date of this Agreement until the Closing or earlier termination of this Agreement, Seller will (a) maintain the Property in a manner consistent with Seller's past practices with respect to the Property (except that Seller may undertake any and all construction and installation work permitted under the ATM Lease), and (b) promptly advise Purchaser of any litigation, arbitration or

administrative hearing condemnation or damage or destruction concerning the Property arising or threatened of which Seller has written notice.

9.2 Trade Fixtures and Equipment. Purchaser acknowledges that Seller is currently operating a banking facility on the Property. Seller shall be entitled, at Seller's option, to remove from the Property all trade fixtures, equipment, ATMs, furniture, furnishings, artwork, appliances, supplies, records, documents, cash, coin, and other items of moveable personal property relating to the operation of Seller's business that may be situated upon the Property (including, without limitation, all safes, vaults, vault doors, signage, pylons, alarms and security equipment, auxiliary generators, cubicles and removable partitions, computers and computer-related equipment, telecommunication equipment, halon systems, draperies, and decorations), and such items removed by Seller shall be excluded from the Improvements and Tangible Personal Property to be conveyed hereunder and shall remain the property of Seller. Seller shall have no obligation to repair any damage to the Property caused by the removal of such items, and Purchaser shall accept the Property in its then-existing condition at Closing. Purchaser recognizes that Seller's ATM and associated equipment shall remain in, or be installed in, the Property in connection with the ATM Lease, and that such items are not being conveyed to Purchaser.

9.3 Customer Information. Notwithstanding anything contained in this Agreement to the contrary, no computer servers, desktop stations, laptops, files, documents, records or other personal property which could reasonably be expected to contain customer information, proprietary information or other confidential information (collectively, the "Protected Items") shall become the property of or shall be disposed of by Purchaser. In the event any Protected Items remain on the Property after Closing, Purchaser shall notify Seller immediately and shall promptly provide access during normal business hours for Seller to retrieve said items; it being acknowledged by both Purchaser and Seller that such items may contain sensitive, confidential and/or proprietary information which is subject to federal and/or state regulations as to ownership, possession, storage, disposal, removal or other handling. Further, Purchaser shall not make any copies of the information contained in the Protected Items, nor display or disseminate the Protected Items or the information contained therein to any third parties. Purchaser agrees that it will not contact any media outlet or other third party to publicize any Protected Items left on the Property. Upon request, Purchaser shall execute a certificate in a form prepared and provided by the Seller, attesting under penalty of perjury to the foregoing. This provision shall survive the Closing.

10. MISCELLANEOUS

10.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; or (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation or UPS, addressed to such party at the address specified below. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section 10.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

IF TO SELLER: Bank of America, National Association
Global Workplace – Transactions
Two Smith Street
Mail Code: MA6-152-02-01
Wakefield, MA 01880
Attn: Kathleen M. Luongo (CA1-125)
Telephone: 781.756.4818
Email: kathleen.m.luongo@bankofamerica.com

WITH A COPY TO: Alston & Bird LLP
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
Attn: Albert E. Bender, Jr.
Telephone: 404.881.7385
Email: bert.bender@alston.com

WITH A COPY TO: Bank of America, National Association
214 N. Tryon Street
Mail Code: NC1-027-18-05
Charlotte, NC 28255
Attn: Thomas Bissette, Esq. (CA1-125)
Telephone: 980.386.3257
Email: thomas.bissette@bankofamerica.com

WITH A COPY TO
(SELLER'S BROKER): Jones Lang LaSalle Americas, Inc.
One Front Street
San Francisco, CA 94111
Attn: Gabriele Chesser
Telephone: 408.605.2849
Email: Gabriele.Chesser@am.jll.com

IF TO PURCHASER: City of Ukiah
300 Seminary Avenue
Ukiah, California 95482
Attn: Shannon Riley
Telephone: 707.467.5793
Email: sriley@cityofukiah.com

WITH A COPY TO
(LAWYER/ADVISOR): Rapport & Marston
405 W. Perkins Street
Ukiah, CA 95482
Attn: David Rapport
Telephone: 707.462.6846
Email: drapport@cityofukiah.com

IF TO ESCROW AGENT: First American Title Insurance Company
201 South College Street, Suite 1440
Charlotte, NC 28244
Attn: Peggy Hey, Sarah C. Palmer and Alicia K. Otten (Re: Title File
NCS-401470-657-KCTY)
Telephone: 704.405.3208, 704.405.3207 and 704.376.3503
Email: phey@firstam.com, spalmer@firstam.com, and
aotten@firstam.com

10.2 Real Estate Commissions. Seller agrees to pay Jones Lang LaSalle or CBRE, Inc., as applicable (“Broker”), upon the closing of the transaction contemplated hereby, and not otherwise, a cash commission in accordance with a separate agreement between Seller and Broker. Purchaser agrees to pay any commission due Purchaser’s broker, if applicable. Purchaser acknowledges that Seller has no obligations, either express or implied, to Purchaser’s broker and that this Agreement shall not create any privity of contract between Seller and Purchaser’s broker.

As used herein, “Acquisition Fees” shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property including real estate commissions, selection fees, nonrecurring management and startup fees, development fees or any other fee of similar nature. Seller and Purchaser each hereby agree to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction, arising by, through or under the indemnifying party, and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section 10.2. This indemnification agreement of the parties shall survive the Closing.

10.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein, as this Agreement supersedes all prior negotiations or agreements between Seller and Purchaser with respect to the subject matter hereof, including, but not limited to, any term sheet, letter of intent or other communication.

10.4 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

10.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.6 Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the state in which the Property is located, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.7 Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located and the laws of the United States pertaining to transactions in such State. For any controversy hereunder, the parties shall submit the venue to a court of competent jurisdiction in the county in which the Property is located. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

10.8 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser shall not assign Purchaser's rights under this Agreement without the prior written consent of Seller, which may be denied in Seller's sole discretion. In the event that any assignment of rights is approved and the Property is conveyed to an assignee of Purchaser, such assignment and conveyance shall not alter, impair or relieve either Purchaser or such assignee from the waivers, acknowledgments, assumptions and agreements of Purchaser set forth herein, all of which are binding upon the assignee of Purchaser, and all of which are expressly assumed by such assignee as among the obligations and liabilities which survive the Closing by the closing of the transaction and acceptance of the Deed.

10.9 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

10.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

10.11 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

10.12 Date of this Agreement. As used in this Agreement, the terms "date of this Agreement" or "date hereof" shall mean and refer to the date on which Seller executes this Agreement.

10.13 Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part here:

- (a) Exhibit A, the Land;
- (b) Exhibit B, the Earnest Money Escrow Agreement Terms;
- (c) Exhibit C, the Deed;
- (d) Exhibit D, the ATM Lease; and
- (e) Exhibit E, the Bill of Sale.

10.14 Authority. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

10.15 Recordation; Publicity. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of the Seller and the Purchaser. In addition, from and after the effective date of this Agreement, whether this Agreement is closed or Terminated, neither Purchaser nor Seller shall make or permit to be made any public announcements or press releases concerning the existence of this Agreement, the terms of

the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein, without the prior written consent of Seller and Purchaser.

10.16 Confidentiality. The terms of this Agreement shall remain confidential, except to the extent disclosure is required by the Federal Reserve or other governmental authorities or required in order to close the transactions contemplated in this Agreement. From and after the date of this Agreement, except with the prior written consent of the other party, neither Purchaser nor Seller shall prior to Closing make or permit to be made any public announcements or press releases concerning this Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein. After the Closing, the parties will agree on the information contained in any press release or announcement as to the Closing of the transaction contemplated by this Agreement. This provision shall survive the Closing of this Agreement.

10.17 Section 1031 Exchange. Either Seller or Purchaser shall have the right to treat this Property as part of a tax-deferred like-kind exchange under Section 1031 of the Internal Revenue Code and, to that end, shall have the right to assign or otherwise alter this Agreement in order to accomplish that objective, provided the net economic effect (including the date of Closing and the exposure of the parties to liability) shall be essentially the same as under this original Agreement.

10.18 Digital Image; Facsimile Execution. A facsimile, digital or electronic copy (such as a pdf or other computer image) of this Agreement or any of the documents to be delivered at Closing under Section 6.5 and 6.6, and any signatures thereon, shall be considered for all purposes as originals when delivered and shall be valid and effective to bind the party so signing when delivered and released by the party so signing. The parties agree to accept a digital image of this Agreement or any of the documents to be delivered at Closing under Section 6.5 and 6.6, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations, and to the extent permitted by a court with proper jurisdiction. Notwithstanding the foregoing, originals of the Deed and any local filings related thereto that are required to be recorded or filed as original signed copies shall be delivered in accordance with Article 6.

10.19 Economic Sanctions Compliance. Purchaser represents that neither Purchaser nor any of its subsidiaries or, to the knowledge of the Purchaser, any director, officer, employee, agent, affiliate or representative of the Purchaser is an individual or entity ("Person") currently the subject of any sanctions administered or enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), nor is Purchaser located, organized or resident in a country or territory that is the subject of Sanctions; and Purchaser represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions.

10.20 Employee and Insiders Representation. If Purchaser is or includes an individual person, Purchaser represents and warrants that it is not an employee or a spouse, domestic partner or dependent child of an employee of Seller and that no employee or spouse, domestic partner or dependent child of Seller has a controlling interest in Purchaser. If Purchaser is or includes an entity (such as a limited liability company, partnership, corporation), Purchaser represents and warrants that no employee or spouse, domestic partner or dependent child of Seller has a controlling interest in Purchaser. If Purchaser is or includes a trust, Purchaser represents and warrants that neither Purchaser nor any trustee or beneficiary of Purchaser is an employee or a spouse, domestic partner or dependent child of an employee of Seller and that no employee or spouse, domestic partner or dependent child of Seller has a controlling interest in Purchaser. Without limiting the foregoing, the Prohibition on the Purchase of Property by Bank of America Employees and Insiders Policy ("Policy") prohibits Bank of America employees and their spouses or

domestic partners or dependent children that live with the employee, or any other person residing in the household who derives his or her primary means of financial support from the employee (herein, referred to as "Household Members") from purchasing Bank Controlled Properties. The prohibition applies as well to directors, executive officers and any principal shareholders of Bank of America (together referred to as "Insiders" and defined further in the Regulation O policy). Per Regulation O, Insiders are further defined as a Director, Regulation O Executive Officer, or a Related Interest of Bank of America, National Association. Related Interests are further defined as a company, partnership, or other legal entity that is controlled by an Insider, or a political or campaign committee that is controlled by or that benefits that Insider. Control is defined generally as the ability to vote 25% or more of any class of voting securities of an entity, the ability to control the election of a majority of the directors of an entity, or the ability to exercise a controlling influence over the management or policies of an entity. Purchaser represents and warrants that the transaction contemplated by this Agreement does not violate the Policy.

10.21 **Attorney Consultation.** Purchaser acknowledges and agrees that it has either (a) executed and delivered this Agreement only after review by, and consultation with, an attorney selected by Purchaser, in order to allow Purchaser to be advised of the meaning and appropriateness of any of the terms of this Agreement, or (b) waived the right for such review and consultation, as Purchaser has determined that the terms of this Agreement are appropriate or that review by an attorney is not necessary for Purchaser to proceed in accordance herewith.

10.22 **Dispute Resolution.** Seller and Purchaser agree that any action or proceeding by either of them against the other arising out of or in connection with this Agreement shall, upon the motion of either party, be submitted to arbitration. The parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the arbitration. The arbitrator shall have the authority to try all issues, whether of fact or law, and to report a statement of decision to the court. To the extent not inconsistent with State law, Seller and Purchaser shall use the procedures for arbitration and judicial reference, if any, adopted by Judicial Arbitration and Mediation Services/Endispute ("JAMS"), as relevant, to supplement any applicable State statutes, provided that the following rules and procedures shall apply in all cases unless the parties agree otherwise:

- (a) The proceedings shall be heard in the City of Charlotte, North Carolina;
- (b) Unless the parties agree otherwise, JAMS shall provide a list of three reputable arbitrators experienced in arbitrating commercial disputes to the parties who may each strike one from the list, and the parties shall consent to appointment of the remaining person as the arbitrator. If JAMS is no longer in existence or unwilling to arbitrate the matter, then the American Arbitration Association shall provide said list. If neither is willing or able to arbitrate the matter, then the trial court shall appoint the arbitrator;
- (c) Any dispute regarding the selection of the arbitrator shall be resolved by JAMS or the entity providing the reference services; or if no entity is involved, by the court with appropriate jurisdiction;
- (d) The arbitrator may require one or more pre-hearing conferences;
- (e) The parties shall be entitled to discovery as allowed by state law. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge;
- (f) A stenographic record of the arbitration may be made, provided that the record shall remain confidential except as may be necessary for post-hearing motions and any appeals;

(g) The arbitrator's statement of decision shall contain findings of fact and conclusions of law to the extent applicable; and

(h) The arbitrator shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.

The statement of decision of the arbitrator upon all of the issues considered by the arbitrator shall be binding upon the parties, and upon filing of the statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the arbitrator shall be appealable as if rendered by the court. This provision shall in no way be construed to limit any valid cause of action which may be brought by any of the parties.

BY INITIALING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AND ACCEPT THAT BY CHOOSING ARBITRATION THEY ARE GIVING UP THE RIGHT TO A JURY TRIAL.

Seller's initials _____

Purchaser's initials _____

IN ANY ACTION OR PROCEEDING ARISING HEREFROM, SELLER AND PURCHASER HEREBY CONSENT TO (I) SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION, THE JURISDICTION OF ANY COMPETENT COURT IN THE STATE OF NORTH CAROLINA, AND (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY NORTH CAROLINA LAW. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION, TERMINATION OR CLOSING OF THIS AGREEMENT.

[SIGNATURES FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth beside their respective signatures.

DATE OF EXECUTION
BY SELLER:

December __, 2019

SELLER:

BANK OF AMERICA, NATIONAL ASSOCIATION, a
national banking association

By: _____
Name: Kathleen M. Luongo
Title: Vice President

DATE OF EXECUTION
BY PURCHASER:

December __, 2019

PURCHASER:

CITY OF UKIAH, a California general law municipal
corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT AND AGREEMENT BY THE ESCROW AGENT

The undersigned joins in execution of this Agreement for the purpose of acknowledging and agreeing to the terms and provisions of this Agreement relative to the obligations of Escrow Agent hereunder, including, without limitation, the Earnest Money Escrow Agreement Terms attached to this Agreement as Exhibit B.

Escrow Agent has not, as of the date hereof, received the Earnest Money, but on receipt thereof shall (a) hold the Earnest Money in accordance with this Agreement and the Earnest Money Escrow Agreement Terms attached to this Agreement as Exhibit B, and (b) issue an Earnest Money Receipt notice to Purchaser and Seller by email to the addresses noted herein.

DATE OF EXECUTION
BY ESCROW AGENT:

December __, 2019

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Ukiah, County of Mendocino, State of California, described as follows:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL ONE AND PARCEL TWO WHICH LIES NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF MAIN STREET WITH THE NORTHERLY LINE OF MILL STREET AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN MAP CASE 2, DRAWER 14, PAGE 10, MENDOCINO COUNTY RECORDS;

THENCE NORTH 11° 37' 10" WEST ALONG THE WEST LINE OF MAIN STREET, A DISTANCE OF 477.91 FEET TO A 1/2" IRON PIPE, WHICH IS THE POINT OF BEGINNING OF THIS LINE;

THENCE SOUTH 87° 24' 42" WEST A DISTANCE OF 246.89 FEET TO A POINT ON THE EAST LINE OF STATE STREET WHICH IS MARKED BY A LEAD AND TAG STAMPED L.S. 2917.

PARCEL ONE:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF MILL STREET WITH THE WEST LINE OF MAIN STREET, AS SAID STREETS ARE DESIGNATED AND DELINEATED ON A CERTAIN MAP OF THE TOWN OF UKIAH CITY ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA;

THENCE NORTHERLY AND ALONG THE WESTERLY LINE OF MAIN STREET 395.17 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN TO BE DESCRIBED;

THENCE ANGLE TO THE LEFT FROM THE WEST LINE OF MAIN STREET 81° 32' A DISTANCE OF 67.24 FEET;

THENCE ANGLE TO THE LEFT 1° 28' A DISTANCE OF 187.54 FEET TO THE EAST LINE OF STATE STREET (THE LAST TWO DISTANCES GIVEN BEING ALONG THE CENTER OF A CERTAIN DITCH OR WATER COURSE);

THENCE ANGLE TO THE RIGHT 88° 30' A DISTANCE OF 89.46 FEET ALONG THE EAST LINE OF STATE STREET;

THENCE ANGLE TO THE RIGHT 93° 32' A DISTANCE OF 247.14 FEET TO THE WEST LINE OF MAIN STREET;

THENCE ANGLE TO THE RIGHT 80° 58' A DISTANCE OF 83 FEET ALONG THE WEST LINE OF MAIN STREET TO THE POINT OF BEGINNING, AND BEING TRACT 1 DESCRIBED IN THAT CERTAIN DEED WHEREIN M. F. BENNIFIELD IS GRANTOR AND ETHEL BONNIFIELD IS GRANTEE, AND WHICH DEED IS DATED OCTOBER 14, 1924, AND IS RECORDED IN BOOK 179 OF DEEDS, PAGE 368, MENDOCINO COUNTY RECORDS.

PARCEL TWO:

COMMENCING AT A POINT WHERE THE CENTERLINE OF CLAY STREET IN THE TOWN OF UKIAH INTERSECTS THE EAST LINE OF STATE STREET, 207.74 FEET TO THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OWNED BY BORING, TO AND FOR THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING CONTINUING SOUTH, ALONG SAID EAST LINE OF STATE STREET, 48.58 FEET;

THENCE ANGLING TO THE LEFT 0° 04' 83.85 FEET TO THE NORTHWEST CORNER OF LAND NOW OR FORMERLY OWNED BY BENNIFIELD;

THENCE LEAVING SAID EAST LINE OF STATE STREET, AND ANGLING TO THE LEFT 86° 22', 246.78 FEET ALONG THE NORTH LINE OF SAID BONNIFIELD LOT, TO THE WEST LINE OF MAIN STREET;

THENCE ANGLING TO THE LEFT 99° 02', 169.13 FEET TO THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OWNED BY MATTERN;

THENCE ANGLING TO THE LEFT 89° 38', 231.21 FEET ALONG THE SOUTH LINE OF LANDS NOW OR FORMERLY OWNED BY MATTERN AND BY BORING, TO THE TRUE POINT OF BEGINNING.

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

EXHIBIT B

EARNEST MONEY ESCROW AGREEMENT TERMS

These Earnest Money Escrow Agreement Terms are made by and among the Seller, Purchaser and Escrow Agent referenced in the within Purchase and Sale Agreement (the "Agreement").

RECITALS

Seller and Purchaser have entered into the Agreement concerning Property referenced in the Agreement.

In connection with the Agreement, Seller and Purchaser have requested Escrow Agent to receive funds to be held in escrow and applied in accordance with the terms and conditions of this Escrow Agreement.

NOW THEREFORE, in consideration of the above recitals, the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. **ESCROW AGENT.** First American Title Insurance Company hereby agrees to act as Escrow Agent in accordance with the terms and conditions hereof.

2. **INITIAL DEPOSIT/ADDITIONAL DEPOSITS.** Escrow Agent shall receive an initial deposit in the amount set forth in Section 3.1 of the Agreement. Any additional amounts deposited with Escrow Agent shall be added to the initial deposit and together with the initial deposit and all interest and other earnings thereon shall be referred to herein collectively as the "Escrow Fund".

3. **DEPOSITS OF FUNDS.** All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may initially deposit such funds in its custodial or escrow accounts which may result in the funds being commingled with escrow funds of others for a time; however, as soon as the Escrow Fund has been credited as collected funds to Escrow Agent's account, then Escrow Agent shall immediately deposit the Escrow Fund into an interest bearing account with any reputable trust company, bank, savings bank, savings association, or other financial services entity approved by Seller and Purchaser, not to be unreasonably withheld. Deposits held by Escrow Agent shall be subject to the provisions of applicable state statutes governing unclaimed property. Seller and Purchaser will execute the appropriate Internal Revenue Service documentation for the giving of taxpayer identification information relating to this account. Seller and Purchaser do hereby certify that each is aware the Federal Deposit Insurance Corporation coverages apply to a maximum amount of \$250,000.00 per depositor. Further, Seller and Purchaser understand that Escrow Agent assumes no responsibility for, nor will Seller or Purchaser hold same liable for any loss occurring which arises from a situation or event under the Federal Deposit Insurance Corporation coverages.

3.1. All interest will accrue to and be reported to the Internal Revenue Service for the account of Purchaser, at the address set forth in Section 10.1 of the Agreement, Tax Identification No: [Insert Purchaser's Tax ID No.: _____] (if not inserted, such number as is set forth on the executed W-9 form signed by Purchaser and delivered to Seller).

3.2. Escrow Agent shall not be responsible for any penalties, or loss of principal or interest, or any delays in the withdrawal of the funds which may be imposed by the depository institution as a result of the making or redeeming of the investment pursuant to Seller and Purchaser instructions.

4. **DISBURSEMENT OF ESCROW FUND.** Escrow Agent may disburse all or any portion of the Escrow Fund in accordance with and in reliance upon written instructions from both Seller and Purchaser. The Escrow Agent shall have no responsibility to make an investigation or determination of any facts

underlying such instructions or as to whether any conditions upon which the funds are to be released have been fulfilled or not fulfilled, or to whom funds are released. If Escrow Agent receives a notice from Seller or Purchaser that the Purchase Agreement has been Terminated pursuant to Section 4.2 of the Agreement, Escrow Agent shall immediately deliver all of the Escrow Fund to Purchaser. Thereafter, if Escrow Agent receives a notice from Seller or Purchaser that the Agreement has been Terminated other than pursuant to Section 8.2 of the Agreement on account Seller's default or pursuant to Section 7.1 or Section 7.2 of the Agreement upon the occurrence of the condition set forth therein and confirmation thereof by Seller, Escrow Agent shall immediately deliver all of the Escrow Fund to Seller. Escrow Agent shall release the Escrow Fund to Seller without the consent of Purchaser or notice to Purchaser.

5. **DEFAULT AND/OR DISPUTES.** In the event any party to the transaction underlying this Agreement shall tender any performance after the time when such performance was due, Escrow Agent may proceed under this Agreement unless one of the parties to this Agreement shall give to the Escrow Agent written direction to stop further performance of the Escrow Agent's functions hereunder. In the event written notice of default or dispute is given to the Escrow Agent by any party, or if Escrow Agent receives contrary written instructions from any party, the Escrow Agent will promptly notify all parties of such notice. Thereafter, Escrow Agent will decline to disburse funds or to deliver any instrument or otherwise continue to perform its escrow functions, except upon receipt of a mutual written agreement of the parties or upon an appropriate order of court. In the event of a dispute, the Escrow Agent is authorized to deposit the escrow into a court of competent jurisdiction for a determination as to the proper disposition of said funds. In the event that the funds are deposited in court, the Escrow Agent shall be entitled to file a claim in the proceeding for its costs and counsel fees, if any. Notwithstanding the foregoing, if Escrow Agent receives a notice from Seller that the Agreement has been Terminated based on Purchaser's default, in accordance with Section 8.1 of the Agreement, Escrow Agent shall immediately deliver all of the Escrow Fund to Seller without the consent of Purchaser or notice to Purchaser.

6. **PERFORMANCE OF DUTIES.** In performing any of its duties under this Agreement, or upon the claimed failure to perform its duties hereunder, Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may occur as a result of Escrow Agent so acting, or failing to act; provided, however, Escrow Agent shall be liable for damages arising out of its willful default or gross negligence under this Agreement. Accordingly, Escrow Agent shall not incur any such liability with respect to (i) any good faith act or omission upon advice of counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent hereunder, or (ii) any good faith act or omission in reliance upon any document, including any written notice or instructions provided for in the Agreement, not only as to its due execution and to the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the proper person or persons and to conform with the provisions of this Agreement.

7. **LIMITATIONS OF LIABILITY.** Escrow Agent shall not be liable for any loss or damage resulting from the following:

7.1. The effect of the transaction underlying this Agreement including without limitation, any defect in the title to the real estate, any failure or delay in the surrender of possession of the property, the rights or obligations of any party in possession of the property, the financial status or insolvency of any other party, and/or any misrepresentation of fact made by any other party;

7.2. The default, error, act or failure to act by any other party to the escrow;

7.3. Any loss, loss of value or impairment of funds which have been deposited in escrow while those funds are in the course of collection or while those funds are on deposit in a depository institution if

such loss or loss of value or impairment results from the failure, insolvency or suspension of a depository institution;

7.4. Any defects or conditions of title to any property that is the subject of this escrow provided, however, that this limitation of liability shall not affect the liability of First American Title Insurance Company under any title insurance policy which it has issued or may issue. NOTE: No title insurance liability is created by this Agreement.

7.5. Escrow Agent's compliance with any legal process including but not limited to, subpoena, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

8. **HOLD HARMLESS.** Purchaser and Seller shall indemnify the Escrow Agent and hold the Escrow Agent harmless from all damage, costs, claims and expenses arising from performance of its duties as Escrow Agent including reasonable attorneys' fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent.

9. **RELEASE OF PAYMENT.** Payment of the funds so held in escrow by the Escrow Agent, in accordance with the terms, conditions and provisions of this Escrow Agreement, shall fully and completely discharge and exonerate the Escrow Agent from any and all future liability or obligations of any nature or character at law or equity to the parties hereto or under this Agreement.

10. **NOTICES.** Shall be sent in accordance with the within Agreement.

11. **MISCELLANEOUS.**

11.1. This Agreement shall be binding upon and inure to the benefit of the parties respective successors and assigns.

11.2. This Agreement shall be governed by and construed in accordance with the Laws of the State in which the Property is located.

11.3. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

11.4. Time shall be of the essence of this Agreement and each and every term and condition hereof.

11.5. In the event a dispute arises between Purchaser and Seller under this Agreement, the losing party shall pay the attorney's fees and court costs of the prevailing party.

EXHIBIT D

**Form of Deed
(to be completed and signed at Closing)**

RECORDING REQUESTED BY

First American Title Insurance Company
201 South College Street, Ste. 1440
Charlotte, NC 28244
Attn: Peggy Hey (Re: Title File NCS-
401470-657-KCTY)

WHEN RECORDED MAIL THIS DEED TO:

First American Title Insurance Company
201 South College Street, Ste. 1440
Charlotte, NC 28244
Attn: Peggy Hey (Re: Title File NCS-
401470-657-KCTY)

MAIL TAX STATEMENTS TO:

City of Ukiah
300 Seminary Avenue
Ukiah, California 95482

SPACE ABOVE THIS LINE FOR RECORDER
USE

Title of Document: Grant Deed

GRANT DEED

APN No. 002-273-19-00 and 002-273-30-00

Title No. NCS-401470-657-KCTY

Escrow No. NCS-401470-657-KCTY

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$ _____ CITY TAX \$ _____

- ☐ computed on full value of interest or property conveyed, or
- ☐ computed on full value less value of liens or encumbrances remaining at time of sale
- ☐ Unincorporated area: _____
- ☐ City of Ukiah, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, as of February ____, 2020, **BANK OF AMERICA, NATIONAL ASSOCIATION**, a national banking association ("Grantor"), successor by merger to Bank of America National Trust and Savings Association, whose mailing address is 13850 Ballantyne Corporate Place, Mail Code: NC2-150-03-06, Charlotte, NC 28277, Attn: Property Administration (CA1-125), does hereby GRANT(s) to **CITY OF UKIAH**, a California general law municipal corporation ("Grantee"), whose mailing address is 300 Seminary Avenue, Ukiah, California 95482, the real property described on **Exhibit A** attached hereto and made a part hereof, which real property is located in the County of Mendocino, State of California.

This conveyance is made by Grantor and accepted by Grantee subject to all covenants, conditions, restrictions and other matters of record recorded or filed in the applicable records of Mendocino County, California with respect to the real property conveyed hereby and all unpaid taxes and assessments, known or unknown.

Without limiting the foregoing, this conveyance is made by Grantor and accepted by Grantee subject to the matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference ("Permitted Exceptions").

By acceptance of this Deed, Grantee acknowledges and agrees with Grantor that Grantee is acquiring the property conveyed by this Deed pursuant to that certain Purchase and Sale Agreement dated as of December ____, 2019 by and between Grantor and Grantee, including but not limited to the provisions of Section 5 thereunder, which are hereby confirmed and ratified by Grantee.

Grantee (together with any successor or assign of Grantee, herein called "ATM Landlord"), as landlord under that certain ATM Lease of or about even date herewith between Grantee, as Landlord, and Grantor, as Tenant, for a portion of the Property (the "ATM Lease"), agrees that during the Term (as defined in the ATM Lease), Grantor shall have the exclusive right to the Banking Use (as hereinafter defined) on or about the real property described on Exhibit A (the "Property") and that ATM Landlord shall not sell, lease, license, use or permit the Property to be used by any person or entity for any Banking Use (the "Use Restriction"), except by the Grantor, as tenant under the ATM Lease (collectively with any successors or permitted assigned, "Tenant"), for the term of the ATM Lease, and any extension thereof (the "Restricted Period"). The term "Banking Use" means operating or using services for the operation of automated teller machines, remote banking center kiosks, or other self-service banking devices, which include, but are not limited to, receiving deposits or making loans to the general public, through an on-line computerized system capable of accepting and operating with any and all bank credit, debit or identification cards or devices, now or hereafter designated or allowed by Grantor, including the

technological evolution thereof, including so-called "ATMs with Teller Assist" or "Video Teller Machines" (collectively "ATM" or "ATMs"), and offering other products and services that are available through some or all of Grantor's other ATMs in any part of the United States. In addition, during the Restricted Period, other than by Tenant under the ATM Lease: (i) there shall be no signage or advertising of any type placed or permitted upon any portion of the Property that relates to a financial institution, including Grantee or ATM Landlord (the "Signage Restriction"), and (ii) other than Tenant under the ATM Lease, there shall be no public announcements, advertising, solicitations, business development, notices or other publications relating in any manner to the present or future operation of a financial institution, including Grantee or ATM Landlord, upon the Property (the "Advertising Restriction"). In the event of a violation of the aforesaid Use Restriction, Advertising Restriction or Signage Restriction (collectively, the "Restrictions"), which violation is not cured within fifteen (15) days after Tenant delivers written notice to ATM Landlord, Tenant shall be entitled to pursue all remedies available at law or in equity, including, without limitation, injunctive relief. In addition, Tenant shall be entitled to recover from ATM Landlord liquidated damages in the amount of \$500.00 per day for any violation of the Restrictions from the commencement of any such violation. The parties recognize and acknowledge that the foregoing liquidated damages are reasonable and do not constitute a penalty and are being imposed due to the difficulty of calculating the actual damages that would result from a violation of the Restrictions. In the event of any litigation relating to the enforcement of the provisions contained in this Section, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees. These Restrictions shall run with the land.

If any term or provision of this Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

Assessor's ID Number: 002-273-19-00 and 002-273-30-00

IN WITNESS WHEREOF, the undersigned has caused this Grant Deed to be executed as of the date and year first above written.

BANK OF AMERICA, NATIONAL ASSOCIATION, a
national banking association

By: _____
Name: Kathleen M. Luongo
Title: Vice President

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

COMMONWEALTH OF MASSACHUSETTS

SS:

COUNTY OF MIDDLESEX

On _____, 2020 before me, _____, a Notary Public, personally appeared Kathleen M. Luongo, 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.

(Seal)

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Ukiah, County of Mendocino, State of California, described as follows:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL ONE AND PARCEL TWO WHICH LIES NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF MAIN STREET WITH THE NORTHERLY LINE OF MILL STREET AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN MAP CASE 2, DRAWER 14, PAGE 10, MENDOCINO COUNTY RECORDS;

THENCE NORTH 11° 37' 10" WEST ALONG THE WEST LINE OF MAIN STREET, A DISTANCE OF 477.91 FEET TO A 1/2" IRON PIPE, WHICH IS THE POINT OF BEGINNING OF THIS LINE;

THENCE SOUTH 87° 24' 42" WEST A DISTANCE OF 246.89 FEET TO A POINT ON THE EAST LINE OF STATE STREET WHICH IS MARKED BY A LEAD AND TAG STAMPED L.S. 2917.

PARCEL ONE:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF MILL STREET WITH THE WEST LINE OF MAIN STREET, AS SAID STREETS ARE DESIGNATED AND DELINEATED ON A CERTAIN MAP OF THE TOWN OF UKIAH CITY ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA;

THENCE NORTHERLY AND ALONG THE WESTERLY LINE OF MAIN STREET 395.17 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN TO BE DESCRIBED;

THENCE ANGLE TO THE LEFT FROM THE WEST LINE OF MAIN STREET 81° 32' A DISTANCE OF 67.24 FEET;

THENCE ANGLE TO THE LEFT 1° 28' A DISTANCE OF 187.54 FEET TO THE EAST LINE OF STATE STREET (THE LAST TWO DISTANCES GIVEN BEING ALONG THE CENTER OF A CERTAIN DITCH OR WATER COURSE);

THENCE ANGLE TO THE RIGHT 88° 30' A DISTANCE OF 89.46 FEET ALONG THE EAST LINE OF STATE STREET;

THENCE ANGLE TO THE RIGHT 93° 32' A DISTANCE OF 247.14 FEET TO THE WEST LINE OF MAIN STREET;

THENCE ANGLE TO THE RIGHT 80° 58' A DISTANCE OF 83 FEET ALONG THE WEST LINE OF MAIN STREET TO THE POINT OF BEGINNING, AND BEING TRACT 1 DESCRIBED IN THAT CERTAIN DEED WHEREIN M. F. BENNIFIELD IS GRANTOR AND ETHEL BONNIFIELD IS GRANTEE, AND WHICH DEED IS DATED OCTOBER 14, 1924, AND IS RECORDED IN BOOK 179 OF DEEDS, PAGE 368, MENDOCINO COUNTY RECORDS.

PARCEL TWO:

COMMENCING AT A POINT WHERE THE CENTERLINE OF CLAY STREET IN THE TOWN OF UKIAH INTERSECTS THE EAST LINE OF STATE STREET, 207.74 FEET TO THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OWNED BY BORING, TO AND FOR THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING CONTINUING SOUTH, ALONG SAID EAST LINE OF STATE STREET, 48.58 FEET;

THENCE ANGLING TO THE LEFT 0° 04' 83.85 FEET TO THE NORTHWEST CORNER OF LAND NOW OR FORMERLY OWNED BY BENNIFIELD;

THENCE LEAVING SAID EAST LINE OF STATE STREET, AND ANGLING TO THE LEFT 86° 22', 246.78 FEET ALONG THE NORTH LINE OF SAID BONNIFIELD LOT, TO THE WEST LINE OF MAIN STREET;

THENCE ANGLING TO THE LEFT 99° 02', 169.13 FEET TO THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OWNED BY MATTERN;

THENCE ANGLING TO THE LEFT 89° 38', 231.21 FEET ALONG THE SOUTH LINE OF LANDS NOW OR FORMERLY OWNED BY MATTERN AND BY BORING, TO THE TRUE POINT OF BEGINNING.

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

EXHIBIT B

PERMITTED EXCEPTIONS

1. Rights of parties in possession, if any.
2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.
3. Defects, liens, encumbrances, adverse claims or other matters (a) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; (b) resulting in no loss or damage to the Grantee; or (c) attaching or created subsequent to the date hereof.
4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
5. Any and all unrecorded leases, if any, and rights of parties therein.
6. Taxes and assessments for the year of closing and subsequent years.
7. All judgments, liens (excluding construction liens), assessments, code enforcement liens, encumbrances, declarations, mineral reservations, covenants, restrictions, reservations, easements, agreements and any other matters as shown on the public records.
8. Any state of facts which an accurate survey or inspection of the Property would reveal, including inland/tidal wetlands designation if applicable.
9. Any liens for municipal betterments assessed after the date of the Sale Agreement and/or orders for which assessments may be made after the date of the Sale Agreement.
10. Without limiting the foregoing, all covenants, conditions, restrictions and other matters of record recorded or filed in the applicable records of Mendocino County, California with respect to the real property conveyed hereby.
11. That certain ATM Lease Agreement of or about even date herewith between Grantee, as Landlord, and Grantor, as Tenant, for a portion of the Property.

EXHIBIT D

**Form of ATM Lease
(to be completed and signed at Closing)**

As attached hereto

ATM LEASE AGREEMENT

(Through-the-Wall Walk-Up and Drive Through ATM - CA1-125 (Ukiah), Ukiah, California)

THIS ATM LEASE AGREEMENT (this "Lease") is entered into as of February __, 2020 (the "Effective Date"), by and between CITY OF UKIAH, a California general law municipal corporation ("Landlord") and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association ("Tenant"), who agree as follows:

W I T N E S S E T H:

WHEREAS, Tenant has this day sold the Property (as hereinafter defined) to Landlord pursuant to that certain Purchase and Sale Agreement dated as of December __, 2019, by and between Tenant, as Seller, and Landlord, as Purchaser (the "Sale Agreement");

WHEREAS, there are located on the Property, among other items, one or more ATMs (as hereinafter defined) and related improvements, which ATMs are connected to one or more existing structures on the Property (the "Existing Structure");

WHEREAS, as part of the transaction contemplated by the Sale Agreement, Tenant shall retain rights to such ATM and related improvements pursuant to this Lease;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, Tenant and Landlord agree as follows:

1. SUMMARY OF CERTAIN LEASE TERMS.

1.1 PREMISES. That certain parcel of real property within the Property (the "Land") depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Premises"). The access drives and, except as set forth below, parking spaces located on the Property are leased to be used in common with Landlord with respect to real property adjacent to the Property.

1.2 PROPERTY. The building located at 501 South State Street, Ukiah, Mendocino County, California (the "Building") and depicted on Exhibit A-1 attached hereto and incorporated herein by this reference. The Building together with the land upon which the Building is situated are collectively referred to herein as the "Property."

1.3 CRITICAL AREA. That portion of the Property shown as such on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Critical Area").

1.4 COMMON AREAS. Those portions of the Property that are generally available for use by all tenants in the Property and their respective employees, agents and invitees (the "Common Areas"). Landlord agrees not to make, undertake or permit any modifications to the Common Areas that would have a material adverse effect on (a) the visibility of the ATMs and/or Tenant's signs permitted hereunder, or (b) vehicular and pedestrian access to and from the Premises.

1.5 COMMENCEMENT DATE. The Commencement Date shall be the Effective Date, the date of Tenant's sale of the Property to Landlord.

1.6 TERM. The "Term" of this Lease shall consist of the Initial Term and any Renewal Terms that are exercised by Tenant. The "Initial Term" shall be for a period of one (1) year, and shall

commence on the Commencement Date and shall expire, if not sooner terminated, on the last day of the calendar month within which the first (1st) anniversary of the Effective Date occurs (the “Expiration Date”). Tenant may renew the Lease for up to six (6) additional periods of one (1) month each (each a “Renewal Term” or collectively, the “Renewal Terms”), which are exercisable in accordance with Section 3 of this Lease. Tenant intends to exercise Tenant’s right of termination of this Lease pursuant to Section 38.1 immediately upon Tenant’s replacement ATMs near the Premises becoming operational.

1.7 BANKING USE. As used in this Lease, the term “Banking Use” shall mean the operation of, or use of services for the operation of, automated teller machines or other self-service banking devices capable of accepting and operating with any and all credit, debit, and/or identification cards, or by other means, as may exist in the future through advances in technology, including but not limited to devices used to make and/or receive deposits, make loans to the general public, open accounts, and provide video or other remote access to representatives of Tenant, including but not limited to so-called “ATMs with Teller Assist” and/or “Video Teller Machines” (individually and collectively, as the context may require, “ATM”). Without limiting the foregoing, Tenant shall have the right to install, maintain, repair, replace and operate Through-the-Wall Walk-Up and Drive Through ATMs at the Premises with a drive-through and/or drive-up facility, including, but not limited to, the right to offer drive up services.

1.8 RENTAL. During the Term of this Lease, including any Renewal Term exercised by Tenant, Tenant shall pay rental to Landlord of One Dollar (\$1.00) per Year (the “Rental”). “Years” shall refer to twelve (12) calendar-month periods of time. The first “Year” shall commence on the Effective Date and end on the last day of the twelfth (12th) full calendar month thereafter such that, unless the Effective Date (defined in Section 1.9, below) is the first day of a calendar month, the first Year shall actually be twelve (12) months plus the period of time from the Effective Date until the end of that calendar month in which the Effective Date occurs. Thereafter, each Year shall commence on the first day of the first full calendar month following the anniversary of the Effective Date and shall continue for twelve (12) months thereafter. Rental shall be pro-rated for any partial month of the Term. Except as expressly set forth in this Lease, Tenant shall have no obligation to pay or reimburse Landlord for any portion or share of the real estate taxes, operating expenses, insurance premiums or costs, Common Areas maintenance or repair costs, or other similar costs or expenses pertaining to the Property.

2 LEASE OF PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises for the Term, at the Rental and upon the terms and conditions set forth herein. Tenant and its employees, agents and invitees shall have the non-exclusive right, along with others designated from time to time by Landlord, to the free use of the Common Areas (including, but not limited to, the non-exclusive access to and parking at the Property) twenty-four (24) hours per day, seven (7) days per week. Tenant also shall have the exclusive use of the drive up lane in front of the Premises over the Critical Area.

3 TERM. The Term of this Lease consists of the Initial Term and any Renewal Term exercised by Tenant. Tenant’s respective options to renew the Term for a Renewal Term shall be exercised, if at all, by Tenant’s giving to Landlord notice in writing of such exercise no later than thirty (30) days prior to the expiration of the then-existing Term (Initial Term or Renewal Term, as applicable) of this Lease.

4 TENANT’S IMPROVEMENTS. As used in this Lease, the term “Tenant’s Improvements” shall mean the improvements as currently located on the Property, including any structure or building that may house the ATMs, including any alterations or additions permitted hereunder. Tenant shall, at its sole option and expense, construct Tenant’s Improvements, including installation of electrical and telephone lines from the Property’s source for such utilities to the Premises and all related utility meters; as of the Effective Date and continuing throughout the Term, Landlord covenants to ensure unobstructed access to all utilities to a mutually agreed point at the boundary of the Premises for Tenant’s installation and use of such utilities in connection with the Banking Use. Tenant has applied for, and shall apply for

any hereafter required, all required permits, variances and/or approvals, signage permits and any special use permits and/or variances required in connection with Through-the-Wall Walk-Up and Drive Through ATMs with a drive-through (collectively, the “Permits”), as well as all federal, state and local regulatory approvals, including but not limited to the written approval of the United States Comptroller of the Currency, to establish and operate the ATMs on the Premises as permitted under this Lease (collectively, “Regulatory Approvals”).

5 REPRESENTATIONS AND WARRANTIES.

Landlord represents and warrants to Tenant, and covenants with Tenant, that, as of the date hereof and throughout the Term:

5.1 Landlord is the sole owner in fee simple of the Premises and Property.

5.2 Unrestricted access to and from a publicly-dedicated road to the Premises and to utilities necessary for Tenant’s operation of the ATMs shall be available through the Common Areas to the Premises during the Term.

5.3 The execution, delivery and performance of this Lease will not conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions or provisions of any indenture, mortgage, deed of trust, instrument, document, lease, license, agreement or contract of any kind or nature to which Landlord is a party or by which Landlord or the Property, including the Premises, may be bound and Landlord has received all third party approvals required for the Premises and Common Area, and for Tenant to occupy the Premises, to construct Tenant’s Improvements, to operate the Banking Use on the Premises and to use Tenant’s Signage (as defined in Section 7.3, below). There are no covenants, conditions, restrictions, easements or similar agreements recorded against the Premises that would prevent or impair Tenant’s ability to construct its improvements at the Premises or operate the Banking Use as contemplated by this Lease.

5.4 Landlord has full right and authority to execute and perform its obligations under this Lease. Landlord is, and since the date of its respective formation has been, duly organized, validly existing and in good standing with full power and authority to own its assets and conduct its business, and is duly qualified and in good standing in all jurisdictions in which the ownership or leasing of its property or the conduct of its business requires such qualification. Landlord is not a party to any litigation which could adversely affect Tenant’s rights or entitlements under this Lease, or which would otherwise adversely affect the ability of Landlord to perform its obligations under this Lease.

5.5 To the best of Landlord’s knowledge, the Property and the Premises are in full compliance with all state, federal and local laws, ordinances and regulations (collectively, “Laws”) and will remain in full compliance with Laws at all times during the Term. As used herein, the term “Laws” includes, but is not limited to, all Environmental Regulations (defined in Section **Error! Reference source not found.**, below) and the provisions of the Americans with Disabilities Act and related state and local accessibility Laws (collectively, the “ADA”).

5.6 As of the Commencement Date, there are no tenants or occupants located within the Property currently operating a Banking Use.

This Section shall survive the expiration or termination of this Lease.

6.1 Use Rights. The Premises may be used and occupied by Tenant at its discretion for the Banking Use and related uses (including for the sale of proprietary financial products) and for any other legally permitted use. Landlord agrees that during the Term, Tenant shall have the exclusive right to the Banking Use on the Property and that Landlord shall not sell, lease or license any portion of the Property to anyone other than Tenant for the Banking Use. Tenant is not required to occupy the Premises or conduct any business therein, and neither any failure by Tenant to occupy or operate in the Premises, nor any abandonment of the Premises by Tenant, shall be a default or breach of this Lease. In consideration of this use, Landlord shall not, at any time during the Term, lease or otherwise grant occupancy rights in the Property to any tenant or occupant whose business is undesirable for a first class retail property in Tenant's reasonable discretion, such uses to include, but not be limited to, a strip club, pawn shop, pornography dealer, tattoo parlor or head shop.

6.2 Lighting and Security. Tenant (a) shall have the right to provide security and lighting for the Premises and the ATMs in accordance with the requirements of applicable Laws and Tenant's applicable security and lighting standards; and (b) may provide additional security and/or lighting, or modify its then-existing lighting and/or security improvements for the Premises and the ATMs at any time during the Term of this Lease. If required by applicable Laws or deemed necessary by Tenant, in its sole discretion, to protect the health and safety of its customers, agents, employees, contractors and invitees, Tenant shall have the right, at Tenant's sole cost and expense to add supplemental security measures and/or lighting (the "Supplemental Security and Lighting") in the Common Areas outside of the Premises subject to Landlord's prior approval of Tenant's plans for such Supplemental Security and Lighting, which approval shall not be unreasonably withheld, conditioned or delayed. A copy of Tenant's current Supplemental Security and Lighting requirements will be provided upon Landlord's written request.

6.3 Equipment, Personal Property, Protected Items. Tenant shall, at all times during the Term, as same may be extended, have the right to erect, install, maintain, repair, operate and remove from the Premises such equipment, trade and business fixtures and other personal property as Tenant may deem necessary or appropriate for conducting the Banking Use on the Premises. Tenant shall have the right to install, operate, repair, and maintain Tenant's video and telephone equipment in the electrical room of the Building or in such other place within the Building as Landlord and Tenant may agree. Tenant's personal property shall include all cash and securities, computer servers, software and intellectual property. Notwithstanding anything in the Lease to the contrary, under no circumstances (including an event of default by Tenant) shall the ATM, its contents or other personal property at the Premises which could reasonably be expected to contain customer information (collectively, the "Protected Items") become the property of Landlord, and such Protected Items shall be disposed of by Landlord only in accordance with this paragraph. If, after the expiration or earlier termination of the Lease, any Protected Items remain in the Premises, Tenant shall retain complete ownership and control of the Protected Items and Landlord shall notify Tenant in writing that such Protected Items remain in the Premises. If Tenant fails to retrieve the Protected Items within thirty (30) days from its receipt of such notice, Landlord may arrange for storage of such Protected Items at Tenant's cost for a period of not less than ninety (90) days, after which time Landlord may deem the Protected Items abandoned, and Landlord shall no longer be responsible for holding or storing the Protected Items, and Landlord may thereafter destroy any remaining Protected Items in accordance with applicable Laws and at Tenant's expense. The parties acknowledge that the Protected Items may contain sensitive, confidential and/or proprietary information which is subject to federal regulations as to ownership, possession, storage, disposal, removal or other handling.

6.4 Parking. Tenant, its employees, contractors, agents, customers and invitees shall have the right, at no charge, to use in common with the other tenants and occupants of the Property, those parking spaces in the closest possible proximity to the Premises, while such persons are installing,

operating, using or servicing the ATMs. Tenant's armored vehicle contractors who service the ATMs shall be permitted, at no charge, to park in the closest, most secure location reasonably possible in relation to the ATMs.

6.5 As used herein, "Hazardous Materials" shall mean (i) any waste, material or substance (whether in the form of a liquid, a solid, or a gas and whether or not airborne) which is deemed to be a pollutant or a contaminant, or to be hazardous, toxic, ignitable, reactive, infectious, explosive, corrosive, dangerous, harmful or injurious to public health or to the environment, and which is now or becomes regulated in the future by or under the authority of any applicable local, state or federal laws, judgment, ordinance, order, rule, regulation, code or other governmental restriction or requirement, any amendment or successor thereto, replacement thereof or publication promulgated pursuant thereto (collectively, "Environmental Regulations", and individually, "Environmental Regulation"); (ii) petroleum; (iii) asbestos and asbestos containing materials; (iv) any polychlorinated biphenyl or formaldehyde; and (v) any radioactive material. Landlord shall be solely responsible for the remediation and removal (and all costs associated therewith) of all Hazardous Materials at the Property (including the Premises) unless the existence of such Hazardous Materials is caused by the gross negligence or willful misconduct of Tenant or its agents, employees or contractors during the Term, in which event Tenant shall be solely responsible for such costs.

If at any time during the Term, Tenant encounters any Hazardous Materials or other condition which presents a potential health and/or safety concern to Tenant or Tenant's personnel, customers or invitees requiring abatement, remediation or monitoring that is not the responsibility of Tenant under this Lease, Landlord shall, at its sole cost and expense, promptly undertake such abatement, remediation and/or monitoring, using properly-licensed and experienced contractors and in accordance with all applicable Environmental Regulations, and shall deliver to Tenant copies of all remedial action plans, documents evidencing remedial, abatement and/or monitoring obligations imposed by any federal, state, or local regulatory agencies with jurisdiction over the Property, reports submitted by Landlord to any such regulatory agencies, and no further action letters evidencing that the remediation, abatement, and or monitoring has been completed remediation that is not the responsibility of Tenant under this Lease, Landlord shall, at its sole cost and expense, promptly undertake such abatement or remediation in accordance with all applicable Environmental Regulations, and Tenant shall be entitled to a one-day abatement of all of its obligations pursuant to this Lease, including without limitation, its obligation to pay Rental, for each day Tenant is unable to proceed with its construction or installation or operation of Tenant's Improvements or operation of the Banking Use within or upon the Premises until such time as Landlord has caused such Hazardous Materials to be so abated, remediated, or monitored and Tenant is able to resume operation of its Banking Use; provided that, if Landlord either fails to commence any required remediation, abatement and/or monitoring of any such Hazardous Materials encountered by Tenant within one hundred eighty (180) days, or as a result of any such Hazardous Materials Tenant is not able to operate the Banking Use for one hundred eighty (180) consecutive days, Tenant shall have the option to terminate this Lease by written notice to Landlord and neither party shall thereafter have any claim upon the other except as otherwise specifically set forth in this Lease.

7 BRANDING AND SIGNS.

7.1 Branding. Subject only to applicable Laws and required municipal approvals, Tenant shall be entitled, at Tenant's sole cost and expense, to install in and on the Premises and Tenant's Improvements, including on the ATMs, Tenant's standard corporate branding package for a Through-the-Wall Walk-Up and Drive Through ATM with a drive-through, including, without limitation, Tenant's standard ATM surround and standard ATM canopy and/or sunscreen. During the Term, Tenant shall have the right, at Tenant's sole option and expense, to modify such branding, subject only to applicable Laws.

7.2 Tenant's Signage. Tenant shall have the right and option (the "Signage Option") to maintain, repair and replace the existing signage used by Tenant on the Premises ("Tenant's Signage"). Tenant shall have the right, at Tenant's sole cost and expense, to update and modify Tenant's Signage from time to time in accordance with Tenant's standard corporate signage, logo, and/or image, without Landlord's consent; provided, however that all such updating and modifications will be in accordance with all applicable Laws.

8 RENT.

8.1 Rental. Commencing on the Effective Date, Tenant shall pay the Rental stated in Section 1.8 in lawful money of the United States. Rental shall be payable on or before the first (1st) day of each calendar month during the Term. The parties hereby acknowledge and affirm that this Lease is intended to be a so called "gross lease" and that Tenant shall not be responsible for the payment of any additional charges related to the operation, maintenance, repair, or improvement to the Property including, without limiting the generality of the foregoing, any Common Areas maintenance charges, real estate taxes or insurance premiums.

8.2 ACH Payments. Tenant shall have the right to pay rent and any other sums due under this Lease to Landlord via ACH (Automated Clearing House) payments ("ACH Payments"). Landlord agrees to cooperate with Tenant to complete all necessary forms in order to accomplish such method of payment, either simultaneously with the execution of this Lease (as provided in Section 8.3, below) or subsequently within thirty (30) days after Tenant's written request. Landlord agrees that any late payment of Rental or any other sums due under this Lease due to the establishment of or transitioning to ACH Payments shall not be considered a default or breach of this Lease. Tenant shall have the right from time to time to change Tenant's method of rental payment upon not less than thirty (30) days prior written notice to Landlord.

8.3 Rental Payment Verification. If required by Tenant, Landlord shall, simultaneously with the execution of this Lease, complete and execute the Landlord Address Verification Form, W-9 and Authorization Agreement for ACH Payments attached hereto as Exhibit D, and forward same to Bank of America, National Association, Bank of America, National Association, Global Workplace – Transactions, Two Smith Street, Mail Code: MA6-152-02-01, Wakefield, MA 01880, Attention: Kathleen M. Luongo (CA1-125), Telephone: 781.756.4818, E-mail: kathleen.m.luongo@bankofamerica.com. Landlord's physical address for payment of rent must match the address provided on the Lease Payment Address Verification Form and W-9. Landlord acknowledges that pursuant to California Revenue and Taxation Code Section 18662, Tenant is required to withhold 7% tax from payables for California Source Income unless Landlord qualifies for an exemption, waiver or reduction of tax. Landlord shall complete and submit to Tenant (at the address above) simultaneously with Landlord's execution of this Lease the Form 590 attached hereto as Exhibit D-1 or, if applicable, the appropriate evidence of exemption, waiver or reduction.

9 PROPERTY TAXES; UTILITIES.

9.1 Property Taxes. Landlord shall pay all ad valorem property taxes and other taxes assessed against the Premises and Property. Tenant shall pay all business personal property taxes related to the Tenant's Improvements or Tenant's personal property located within the Premises. Tenant agrees to pay to Landlord the applicable sales or excise tax due on the Rental payable under this Lease in those jurisdictions that impose such a tax.

9.2 Utilities. Tenant agrees to pay before delinquency all charges for any utilities furnished to and used by Tenant at the Premises, which utilities shall, to the extent possible, be separately

metered. Notwithstanding anything in this Lease to the contrary, if utilities or services that Landlord is obligated to provide to the Premises hereunder shall be unavailable to the Premises for a period of three (3) or more consecutive days due to the negligence or willful misconduct of Landlord, its agents, employees or contractors, then Tenant shall be entitled to an abatement of Rental attributable to the entire period of time that such services and/or utilities are not available to the Premises.

10 MAINTENANCE.

10.1 Maintenance of Premises. Throughout the Term, Tenant, at its sole expense, shall maintain the Premises (excluding any Common Areas located within the Premises, if any) in good condition, ordinary wear and tear, and damage through casualty, condemnation and/or the negligence or misconduct of Landlord excepted.

10.2 Maintenance of Property and Common Areas. Throughout the Term, Landlord shall at all times operate, maintain and repair the Property, including the Common Areas (including all Common Areas located on the Premises, if any), in accordance with standards of comparable first-class retail buildings located in the Ukiah, Mendocino County, California area. Landlord shall ensure that the Property is and remains in compliance with all Laws, including the provisions of federal and state accessibility Laws, including the ADA, and Landlord is responsible for all ADA-related improvements other than those included in Tenant's Improvements. Pursuant to the provisions of Civil Code Section 1938, Landlord certifies that the Premises were inspected by a Certified Access Specialist and meets all applicable construction-related accessibility standards set forth in Civil Code Section 55.53. Landlord's obligation to maintain the Common Areas includes daily trash removal, rubbish disposal, and removal of any debris or other weather-related sediment (including, without limitation, snow and ice removal) within the Common Areas and on or around the Premises, including the area adjacent to and in the vicinity of the exterior face of the ATMs. In no event shall Landlord's maintenance or repair of the Common Areas adversely affect pedestrian and vehicular access to and from the Premises or the visibility of Tenant's Improvements, the ATMs and/or Tenant's signs.

10.3 Changes to Critical Area. Landlord shall not undertake any modifications to the Critical Area which will have a material adverse effect on: (a) the visibility of Tenant's Improvements, the ATMs and/or Tenant's signs, (b) vehicular and pedestrian access to and from the Premises, or (c) parking within the Critical Area.

11 ALTERATIONS AND ADDITIONS. In addition to the Tenant's Improvements, Tenant shall have the right at any time during the Term, as it may be extended, to make any alterations, additions or improvements to the Premises and/or improvements as Tenant deems reasonable or appropriate, in its sole discretion, without the prior written consent of Landlord and without the payment of any increased Rental, additional rent or other charges, provided that such alterations, additions or improvements shall be made in compliance with applicable Laws.

12 ASSIGNMENT AND SUBLETTING.

12.1 By Tenant. Tenant may assign this Lease or sublet the whole or any part of the Premises, without the prior written consent of Landlord, (a) to any parent, subsidiary or affiliate of Tenant (including a partnership in which Tenant or an affiliate of Tenant is a partner); (b) in connection with an assignment of Tenant's interest under this Lease whether by operation of law, sale of assets or as the consequence of a merger of Tenant (or Tenant's parent entity) into or with another entity, or a dissolution of or change of control of ownership of Tenant; or (c) to any other financial institution. Otherwise, Tenant shall not assign or sublease this Lease to any other third party without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment by

Tenant permitted hereunder, provided such assignee assumes Tenant's obligations hereunder in writing, such assignee shall be subject to the terms of this Lease and no further liability or obligation shall thereafter accrue against the prior Tenant hereunder. With respect to any sublease, so long as Tenant remains liable for performance of its obligations under this Lease, any subrent received by Tenant (in excess of Rental) shall be the sole property of Tenant.

12.2 By Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Premises provided that Tenant shall not be liable for redirection of Rental or any other additional rent paid to the transferor unless occurring more than sixty (60) days after written notice of such transfer has been provided to Tenant. Landlord shall provide Tenant with at least thirty (30) days' prior notice of any assignment or transfer of this Lease, which notice shall include the transferee's name, address, tax identification number, and state [province] and country of formation. In such event and upon such transfer and assignment, provided such transferee assumes Landlord's obligations hereunder in writing, such transferee shall be subject to the terms of this Lease and no further liability or obligation shall thereafter accrue against the prior Landlord hereunder.

13 INSURANCE.

13.1 Tenant's Insurance.

(a) Tenant shall: (i) insure the Premises against loss or damage by fire and other casualties included in the so-called "Special Causes of Loss Endorsement" in an amount not less than one hundred percent (100%) of the replacement value thereof, and (ii) insure against property damage and public liability arising by reason of occurrences on or about the Premises in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) in respect of loss or damage to property, in an amount not less than Two Million Dollars (\$2,000,000.00) in respect of injury to or death of any one person, and in an amount not less than Two Million Dollars (\$2,000,000.00) in respect of any one accident or disaster.

(b) It is agreed and understood that the insurance coverages maintained by Tenant provided for herein may be maintained pursuant to master policies of insurance covering other locations of Tenant or its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall name Landlord (and, if requested by Landlord, Landlord's mortgagee) as an additional insured, as appropriate. Notwithstanding anything to the contrary set forth in this Lease, Tenant shall have the right to self-insure, in whole or in part, any and all risks that Tenant is otherwise required to insure under this Lease.

13.2 Landlord's Insurance. Landlord shall maintain a policy of commercial general liability insurance on the Property affording minimum protection for bodily injury, death or property damage of not less than Two Million Dollars (\$2,000,000.00) in any one accident or occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Landlord shall deliver to Tenant a copy of a duly executed certificate of insurance reflecting Landlord's coverage required under this Section. Said insurance shall be issued and binding on a reputable insurance company selected by Landlord and qualified and licensed to do business in California and having a current Best's Rating of A or better. Landlord's insurance shall be commercially reasonable with the coverage (including the premiums and the deductible) being similar to the insurance coverage carried by other prudent owners of similar buildings of approximately the same size and character in Ukiah, Mendocino County, California. Landlord is a founding member of the Redwood Empire Municipal Insurance Fund, a self-insured joint powers authority. Tenant agrees that the Landlord's existing coverage (as maintained and/or renewed during the Term and any extension thereof in a manner materially similar to such existing coverage) shall satisfy the requirements of this paragraph.

13.3 Waiver of Recovery. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any claim it ("Injured Party") may now or hereafter have (and to

the extent permitted by applicable laws, any claim any of its insurers may now or hereafter have based on subrogation or an assignment from its insured) against the other or the other's directors, shareholders, officers, employees or agents (each a "Released Party"), for loss of or damage to any of Injured Party's property located in or constituting a part or all of the Premises or the Property, now or hereafter occurring, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF ANY RELEASED PARTY, OR IF ANY RELEASED PARTY IS STRICTLY LIABLE FOR THE LOSS OR DAMAGE, if the loss or damage is covered by insurance, or if the loss or damage could have been covered by the terms of customary all-risk replacement cost property insurance in the state where the Property is located, in each case without regard to the amount of deductible or the amount of proceeds, if any, and whether or not either or both of Landlord and Tenant have any property insurance.

14 INDEMNIFICATION.

14.1 BY TENANT. TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM A CLAIM OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR TENANT'S EMPLOYEES, AGENTS OR CONTRACTORS; PROVIDED, HOWEVER, IN NO EVENT SHALL TENANT BE LIABLE FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE AND/OR LOSS OR DIMINUTION OF VALUE.

14.2 BY LANDLORD. LANDLORD AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS TENANT FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM (I) A CLAIM OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD'S EMPLOYEES, AGENTS OR CONTRACTORS; AND/OR (II) LANDLORD'S BREACH OF ANY REPRESENTATION, COVENANT AND/OR WARRANTY MADE ELSEWHERE IN THIS LEASE.

14.3 HAZARDOUS MATERIALS INDEMNITY. LANDLORD HEREBY AGREES AND SHALL INDEMNIFY, DEFEND AND HOLD TENANT AND ITS AGENTS, EMPLOYEES, CONTRACTORS, CUSTOMERS AND INVITEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, PENALTIES AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AT ALL TRIAL AND APPELLATE LEVELS, WHETHER OR NOT SUIT IS BROUGHT) ARISING DIRECTLY OR INDIRECTLY FROM OR OUT OF, OR IN ANY WAY CONNECTED WITH THE PRESENCE, LEAKAGE, ESCAPE, EMANATION, MIGRATION OR RELEASE OF ANY HAZARDOUS MATERIALS ON, UNDER, ABOVE OR ABOUT THE PREMISES THAT WERE NOT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR ITS AGENTS, EMPLOYEES OR CONTRACTORS DURING THE TERM. TENANT HEREBY AGREES AND SHALL INDEMNIFY, DEFEND AND HOLD LANDLORD AND ITS AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, PENALTIES AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AT ALL TRIAL AND APPELLATE LEVELS, WHETHER OR NOT SUIT IS BROUGHT) ARISING DIRECTLY OR INDIRECTLY FROM OR OUT OF, OR IN ANY WAY CONNECTED WITH THE PRESENCE, LEAKAGE, ESCAPE, EMANATION, MIGRATION OR RELEASE OF ANY HAZARDOUS MATERIALS ON, UNDER, ABOVE OR ABOUT THE PREMISES THAT WERE DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR ITS AGENTS, EMPLOYEES OR CONTRACTORS DURING THE TERM.

15 CONDEMNATION AND CASUALTY.

15.1 Condemnation. If (a) the Premises or any part thereof shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by any private purchase by any public authority in lieu thereof, (b) reasonable access to the Premises or ATMs is materially and adversely impaired in connection with the foregoing, or (c) parking at the Property is reduced below the minimum required by Laws, then in any such event at Tenant's option, this Lease shall cease and expire on the date on which possession shall be taken of any part thereof, all Rental and other charges shall be prorated and paid to such date, neither party shall have any further rights or obligations unless specifically stated otherwise herein and this Lease shall be of no further force and effect. Landlord shall be entitled to any award or payment that is payable in connection with the Premises, except that Tenant shall be entitled to that portion of the award representing payment for improvements constructed on the Premises by Tenant, trade fixtures, moving expenses, business interruption or loss of profits. Landlord and Tenant agree that this Lease shall control the rights of Landlord and Tenant with respect to any such award, and any contrary provision of any present or future Law is hereby waived to the extent permitted by Laws.

15.2 Casualty. If the improvements on the Property (excepting the Premises) are damaged by fire or other casualty, Landlord may, at its option, repair any resultant damage. If Landlord elects to repair any such damage, Landlord shall promptly repair the same at Landlord's sole expense. If the Premises are damaged by fire or other casualty, Tenant may, at its option, repair the damage at its expense, provided that Landlord shall be responsible for restoring any Common Areas on the Premises, and the utilities serving the Premises, to the point of connection on the Premises, if and to the extent damaged in the casualty.

15.3 Rental Abatement. Rental and any additional rent for which Tenant is then responsible hereunder, if any, shall abate during any period of time during which Tenant is unable to use the Premises for the Banking Use due to any of the events described in this Section.

16 DEFAULTS; REMEDIES.

16.1 Defaults by Tenant. It shall be a default by Tenant hereunder: (a) if Tenant shall fail to make any payment of Rental or additional rent for which Tenant is then responsible hereunder and such failure shall continue for a period of thirty (30) days after receipt by Tenant of written notice of such default from Landlord, or (b) if Tenant shall default in the performance of any of the non-monetary terms, conditions or covenants contained in this Lease that are to be observed or performed by Tenant and within thirty (30) days after Tenant's receipt of written notice thereof from Landlord, Tenant does not either (i) remedy such default, or (ii) commence such act or acts as shall be necessary to remedy the default and diligently prosecute such act or acts to completion as promptly as is practicable thereafter.

16.2 Remedies. In the event of any default or breach by Tenant as described above, Landlord shall have, as its sole and exclusive remedy, the right to terminate this Lease. Landlord shall use commercially reasonable efforts to mitigate damages hereunder. In no event shall Tenant be liable for consequential, indirect or punitive damages, including, but not limited to, lost profits, loss of use and/or loss or diminution of value.

16.3 Default By Landlord; Remedy. In addition to all other legal and equitable remedies of Tenant in connection with a Landlord default, if Landlord fails to maintain the Property, including the Common Areas, as provided for herein, Tenant shall be entitled to terminate this Lease upon written notice to Landlord. Notwithstanding the foregoing and without waiving the right to terminate hereunder, if Landlord fails to maintain the Property and Common Areas as provided for herein and does not cure such failure within thirty (30) days after receipt of written notice thereof, Tenant shall have the

right, but not the obligation, to cure such default at Landlord's sole cost and expense, including by making direct payment on Landlord's behalf of monies to the party to whom the obligation is owed. Notwithstanding anything to the contrary set forth herein, or elsewhere in this Lease, in the event that any such default results in an emergency or hazardous situation and/or a situation which threatens or potentially threatens the health or safety of Tenant or its employees, contractors, agents, customers or invitees, and Landlord fails to cure such default immediately upon written or oral notice thereof, whichever is practicable (provided however, that in the event of oral notice, Tenant shall give Landlord written notice thereof as soon thereafter as practicable), Tenant shall have the right, but not the obligation, to cure such default at Landlord's sole cost and expense. In the event that Tenant makes any payment or otherwise incurs any costs or expenses in curing a Landlord default hereunder, and if Landlord has not reimbursed the full amount of such costs and expenses to Tenant within ten (10) days after Landlord's receipt of a reasonably-detailed invoice and written demand therefor from Tenant, Tenant shall have the right to offset the entire amount actually paid or incurred by Tenant in connection with such cure against the next installment or installments of Rental that are due to Landlord hereunder. Tenant shall be entitled to a fair and reasonable abatement of Rental during the time and to the extent that the Premises are untenable as a result of Landlord's failure to perform any term, condition or covenant required to be performed by Landlord under this Lease.

17 SUBORDINATION; NON-DISTURBANCE. This Lease will be subject and subordinate to the lien of all current or future mortgages and deeds of trust securing any amount or amounts whatsoever which are or may hereafter be placed on or against all or any portion of the Property, or on or against all or any portion of Landlord's interest or estate therein (each a "Mortgage"), only if, when and after Landlord, Tenant and the secured party execute and deliver to Tenant in recordable form a Subordination, Nondisturbance and Attornment Agreement, substantially in the form attached hereto as Exhibit C and incorporated herein by this reference (the "SNDA"). Simultaneously with the execution and delivery of this Lease and as a condition to the effectiveness of this Lease, Landlord shall obtain and deliver to Tenant an SNDA from each holder of a Mortgage encumbering the Property and/or the Premises as of the Commencement Date (each, an "Existing Mortgage"). Landlord represents and warrants to Tenant that there is no Existing Mortgage as of the Effective Date. If Landlord hereafter enters into a mortgage loan secured by the Property, Landlord shall obtain an SNDA upon the closing of such mortgage loan. In the event of a foreclosure of any Mortgage or any other action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease will not be terminated or extinguished, nor will the rights and possession of Tenant hereunder be disturbed. Tenant will attorn to the person who acquires Landlord's interest hereunder through any such Mortgage. There shall be no charge to Tenant for any SNDA provided in accordance with this paragraph.

18 WAIVER OF LANDLORD'S LIENS. Landlord hereby fully and forever waives any lien it has against Tenant, Tenant's Improvements, the ATMs, the Protected Items and any other personal property of Tenant in, on, or around the Premises, except that such waiver shall not apply to any judgment lien that may hereafter arise in favor of Landlord. Notwithstanding the foregoing, in no event whatsoever shall Landlord have or be entitled to obtain a lien, security interest, or other encumbrance of any kind or nature whatsoever on Tenant's ATMs and/or the Protected Items.

19 SURRENDER OF PREMISES. Tenant shall at all times be considered the owner and original user of Tenant's Improvements, the ATMs, and all other improvements installed by Tenant, as well as of any equipment and personal property, including the Protected Items. Upon the expiration or any earlier termination of this Lease, Tenant shall within ninety (90) days after such expiration or termination, remove from the Premises the ATMs, and all equipment and other personal property including the Protected Items installed in, on or about the Premises, provided that any damage caused to the Premises by virtue of such removal shall be repaired at the sole cost and expense of Tenant and all removal shall be in accordance with applicable Laws. Tenant may elect to surrender all other improvements with the Premises. In no event shall Tenant be responsible for the removal of any concrete pad upon which the ATM was erected. Upon

removal of the ATMs, Tenant shall repair any other damage to the Premises resulting from such removal, including patching the cavity in the Building's exterior wall with similar materials used for the then existing Building ("Restoration Work"). The Restoration Work shall be accomplished in a good and workmanlike manner so as to match, as nearly as practicable, the surrounding area of the Building; provided, however, in no event shall Tenant be responsible for the difference in the appearance of the Restoration Work and the surrounding area to the extent that the materials used in or on the exterior of the Building are of such a nature that they cannot be replicated. Landlord acknowledges that any Restoration Work may not be identical to, or indistinguishable from, the surrounding area.

20 HOLDOVER. If Tenant remains in possession of the Premises after the expiration of the Term, such possession by Tenant shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days' written notice given at any time by either party and Tenant shall pay monthly Rental in an amount not to exceed one hundred twenty-five percent (125%) of the Rental in effect during the last month of the Term. In no event shall Tenant be liable for any consequential and/or indirect damages suffered by Landlord by reason of Tenant's holdover. All other provisions of this Lease except those pertaining to the Term shall apply to any such month-to-month holdover tenancy.

21 TIME OF ESSENCE. Time is of the essence with respect to each and every provision of this Lease. In the event the time of performance of any matter to be performed by Landlord or Tenant falls on a Saturday, Sunday, or a legal holiday under the Laws of the United States or the State of California, the time of performance for such matter shall be extended until the next following business day that is not a Saturday, Sunday, or legal holiday. Unless expressly stated to the contrary, any time for performance between the parties hereto with respect to the transaction contemplated by this Lease shall be governed according to the current time in Mendocino County, California.

22 INTERPRETATION OF LEASE; VENUE. This Lease shall be construed and interpreted in accordance with the Laws and decisions of the State of California. Venue for any action regarding this Lease shall be in Mendocino County, California.

23 ENTIRE AGREEMENT. This Lease is the entire agreement of the parties regarding the Premises and the matters set forth herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced.

24 INTEGRATION. This Lease and the documents specifically referred to herein, upon acceptance by the parties hereto, shall constitute the sole and only agreement between Landlord and Tenant as to the subject matter hereof and are intended by each to constitute the final written memorandum of all of their agreements and understandings with respect to this transaction. No representations or warranties, express or implied, and no promises or prior agreements whatsoever have been made, agreed to or entered into by Landlord or Tenant which are not expressly set forth herein; and if Landlord or Tenant has attempted to make such representations, warranties, promises or prior agreements, the same are each superseded hereby and waived.

25 ATTORNEYS' FEES. If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach or default of this Lease, or to interpret this Lease or any of the provisions hereof, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding whether or not the action or proceeding goes to final judgment, in addition to any other relief to which the successful or prevailing party may be entitled.

26 COUNTERPARTS AND PDF SIGNATURES. This Lease may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. In order to expedite the transaction contemplated herein, signatures delivered by e-mail or other electronic means may be used in place of original signatures on this Lease. Landlord and Tenant intend and agree to be bound by the signatures delivered by e-mail or other electronic means as though they were originals, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature. Without limiting the foregoing, execution and delivery of this Lease by portable document format ("PDF") copy bearing the PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Lease by such party. Such PDF copies shall constitute enforceable original documents.

27 INVALIDITY. If any term or provision of this Lease or application thereof is held invalid or unenforceable as to any party, the balance of this Lease shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by Laws.

28 NOTICE. Except as otherwise provided herein, any notice to be given hereunder by either party to the other shall be in writing and shall be deemed to be delivered upon the earlier of (a) when actually received at the office of the respective party, i.e., whether by delivery or mail, or (b) whether actually received or not, on the first business day after it has been deposited with a nationally recognized overnight mail courier service, or (c) whether actually received or not, three (3) business days after it has been deposited in the United States mail, postage fully prepaid, registered or certified mail, addressed to the intended recipient at the address set forth in this Section hereinbelow (or, if a change of address has been designated by the immediately succeeding sentence, then to the primary address specified in such notice). Landlord's and Tenant's addresses for purposes of notice hereunder are as follows:

Landlord: City of Ukiah
300 Seminary Avenue
Ukiah, California 95482
Attention: Shannon Riley
Telephone No.: 707.467.5793
E-mail: sriley@cityofukiah.com

with a copy to: Rapport & Marston
405 W. Perkins Street
Ukiah, CA 95482
Attention: David Rapport, Esq.
Telephone No.: 707.462.6846
E-mail: drapport@cityofukiah.com

Tenant: Bank of America, National Association
13850 Ballantyne Corporate Place
Mail Code: NC2-150-03-06
Charlotte, North Carolina 28277
Attention: Lease Administration (CA1-125)
Phone: 1-888-375-3382 (toll free)
E-mail: cwsuppliersupport@bankofamerica.com

with a copy to: Bank of America, National Association
Global Workplace – Transactions
Two Smith Street
Mail Code: MA6-152-02-01
Wakefield, MA 01880
Attention: Kathleen M. Luongo (CA1-125)
Telephone: 781.756.4818
E-mail: kathleen.m.luongo@bankofamerica.com

Telephone Numbers and E-mail Addresses are for informational purposes only and shall not satisfy the requirements for notice under this Lease.

29 NON-WAIVER. Any waiver or breach of the covenants herein contained to be kept and performed by either party hereto shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination or cancellation for any succeeding breach, either of the same condition or covenant or otherwise.

30 CONSTRUCTION. The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if all parties prepared this Lease. Masculine and neuter genders, the singular number and the present tense shall be deemed to include the feminine gender, plural number and past and future tenses, respectively, where the context so requires. The section headings herein are used only for the purposes of convenience and shall not be deemed to limit the subject of the sections hereof.

31 DIGITAL IMAGING. The parties agree to accept a digital image of this Lease and all amendments hereto, as executed, as true and correct originals and admissible as best evidence for the purposes of state Laws, Federal Rule of Evidence 1002, and like statutes and regulations.

32 QUIET ENJOYMENT. Upon paying the Rental and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the Term.

33 COMMISSION. Landlord and Tenant acknowledge that Jones Lang LaSalle Americas, Inc. ("Tenant's Broker") has acted as Tenant's real estate agent for this transaction, and that Landlord has engaged no broker or real estate agent for this transaction. Tenant shall be responsible for any commissions due Tenant's Broker in accordance with separate written agreement(s) between Tenant and Tenant's Broker, and Landlord shall be responsible for any commissions due any broker engaged by Landlord in accordance with separate written agreement(s) between Landlord and such broker. Landlord and Tenant each represent and warrant to the other that, other than Tenant's Broker and Landlord's Broker, neither Landlord nor Tenant has dealt with any real estate broker, salesperson, or finder in connection with this Lease, and no such person initiated or participated in the negotiation of this Lease. Landlord and Tenant agree to indemnify, defend and hold each other harmless from and against any and all liabilities, claims, commissions, fees and other costs (including without limitation reasonable attorney fees) arising out of a breach of the foregoing representations.

34 FORCE MAJEURE. The parties shall not be liable for any delay in performance or failure to perform any term or condition of this Lease caused by (a) fire, (b) explosion, (c) accident, (d) flood, (e) strike, (f) any regulation, rule or act of governmental agency precluding performance, (g) any act of God, (h) armed conflict, (i) civil commotion, (j) any failure by any network group or financial institution which has an agreement with Tenant to provide any of its ATM services, (k) any failure beyond either party's control by any utility services (e.g. electrical, telecommunications), or (l) any failure on the part of

the ATM supplier to timely deliver and install the ATMs, and all Rental payments shall abate during the period of any such events.

35 AUTHORITY. Tenant and Landlord each warrant and represent to the other that each person signing this Lease on such party's behalf has authority to do so and to bind such party to the terms, covenants and conditions herein. Each shall deliver to the other promptly upon request all documents reasonably requested by the other evidencing such authority. If applicable, each of the entities comprising the "Landlord" hereunder shall be jointly and severally liable under this Lease, and the term "Landlord" shall include each as well as all of them.

36 DISPUTE RESOLUTION. Landlord and Tenant agree that, other than an action by Landlord to obtain possession of the Premises or any action which seeks relief which can only be obtained by court proceeding, any action or proceeding by either of them against the other arising out of or in connection with this Lease, Tenant's use or occupancy of the Premises, or any claim of injury or damage occurring in or about the Property or the Premises shall, upon the motion of either party, be submitted to general judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq. or any successor statutes thereto (the "Judicial Reference Statutes"). The parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the judicial reference proceeding. The general referee shall have the authority to try all issues, whether of fact or law, and to report a statement of decision to the court. To the extent not inconsistent with the Judicial Reference Statutes, Landlord and Tenant shall use the procedures for arbitration and judicial reference, if any, adopted by Judicial Arbitration and Mediation Services/Endispute ("JAMS"), as relevant, or if JAMS is no longer in existence or available in this geographic location, the parties shall use those of the American Arbitration Association pertaining to commercial real estate to supplement the Judicial Reference Statutes, provided that the following rules and procedures shall apply in all cases unless the parties agree otherwise:

36.1 The proceedings shall be heard in the City of San Francisco.

36.2 Absent agreement to the contrary by the parties, the referee must be a retired judge. Unless otherwise agreed, JAMS shall provide a list of three retired judges to the parties who may each strike one from the list, and the parties shall consent to appointment of the remaining person as the referee. If JAMS is no longer in existence or available in this geographic location, then the American Arbitration Association shall provide said list. If neither is in existence, then the trial court shall appoint the referee;

36.3 Any dispute regarding the selection of the referee shall be resolved by JAMS or the entity providing the reference services, or, if no entity is involved, by the court with appropriate jurisdiction;

36.4 The referee may require one or more pre-hearing conferences;

36.5 The parties shall be entitled to discovery as allowed under state Laws. The referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge;

36.6 A stenographic record of the trial may be made, provided that the record shall remain confidential except as may be necessary for post- hearing motions and any appeals;

36.7 The referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable; and

36.8 The referee shall have the authority to rule on all post- hearing motions in the same manner as a trial judge.

The statement of decision of the referee upon all of the issues considered by the referee shall be binding upon the parties, and upon filing of the statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the referee shall be appealable as if rendered by the court. This provision shall in no way be construed to limit any valid cause of action which may be brought by any of the parties.

BY INITIALING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AND ACCEPT THAT BY CHOOSING JUDICIAL REFERENCE THEY ARE GIVING UP THE RIGHT TO A JURY TRIAL.

Landlord's initials _____

Tenant's initials _____

IN ANY ACTION OR PROCEEDING ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (I) SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION, THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE STATE OF CALIFORNIA, AND (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY CALIFORNIA LAW. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OF THE LEASE TERM OR EARLIER TERMINATION OF THIS LEASE.

37 SUCCESSORS AND ASSIGNS. All covenants and obligations of this Lease shall be binding upon the parties hereto and their respective successors, assigns and transferees, where applicable. This Lease shall inure to the benefit of the successors and permitted assigns of each of Landlord and Tenant, and shall inure to the benefit of Landlord's mortgagee and its successors and assigns. Except as aforesaid, no third parties are intended to be benefitted by this Lease.

38 CANCELLATION OPTIONS. Tenant shall have the right and option to terminate this Lease in accordance with the following terms:

38.1 General Termination Option. Tenant may, at its option, elect to terminate this Lease for any reason or for no reason at all by delivering to Landlord not less than thirty (30) days' prior written notice thereof specifying the date upon which Tenant is terminating this Lease.

38.2 Transaction Termination. Intentionally Omitted.

38.3 Store Closure Termination Option. Intentionally Omitted.

38.4 Plans; Permits; Approvals; Operations. Tenant shall have the right to terminate this Lease upon written notice to Landlord if: (a) Tenant is unable to operate the Banking Use at the Premises as permitted hereunder without the payment of excessive fees or costs, or the satisfaction of unusual conditions; or (b) automated teller machine surcharging is abolished or eliminated by Laws or by network regulation.

38.5 Subsequent Covenants. Intentionally Omitted.

38.6 Conditions Precedent. Intentionally Omitted.

38.7 Casualty. Tenant may terminate this Lease by written notice to Landlord if following a casualty event: (a) Tenant is not able to obtain permits to restore the Premises without payment of excessive fees or costs or the satisfaction of unusual conditions; (b) Tenant is prevented from restoring the Premises by events or conditions beyond its reasonable control; or (c) the Property is damaged to an extent that Tenant's use of the Premises is materially and adversely affected and (i) Landlord elects not to

repair such damage within thirty (30) days from the date of such casualty and Tenant receives notice thereof within such period of time, or (ii) Landlord elects to repair such damage, but it is reasonably anticipated that such damage shall take more than one hundred eighty (180) days to repair, or (iii) Landlord elects to repair such damage and such repairs take more than one hundred eighty (180) days to complete; or (d) upon a total destruction of the Property.

38.8 SNDA. Intentionally Omitted.

38.9 Effect of Termination. Any notice of termination under this Section may be delivered on behalf of Tenant by its attorneys. As of any termination date identified in this Section (each, a "Termination Date"), this Lease and the obligations of the parties hereunder shall terminate and this Lease shall be null and void, excepting those obligations which expressly survive the expiration or any earlier termination hereof, provided each party shall pay to the other all sums and charges due and owing through and including the Termination Date, and in connection with any termination, the terms and provisions of Section 19 relating to the expiration of this Lease shall apply, except as set forth in the following sentence. In the event of termination under Section 38.7 ("Casualty"), or if this Lease is terminated following a Landlord default hereunder, notwithstanding the provisions of Section 19, Tenant shall have no obligation to restore the Premises. Any sum due and owing by a party hereunder which cannot be determined as of the Termination Date shall be paid within thirty (30) days after receipt of a final statement therefor. The foregoing obligation shall survive termination of this Lease.

39 NON-DISCLOSURE. Landlord and Tenant hereby acknowledge and agree that the contents of this Lease is confidential information and shall not be discussed, disclosed or published other than with any employees, auditors, agents, accountants, brokers, consultants and/or attorneys who need to know it and who are directed to comply with this confidentiality covenant. Notwithstanding the foregoing, or any provision in this Lease to the contrary, the terms of this Lease may also be disclosed: (a) to the extent that disclosure is required by regulatory requirement or judicial or administrative process or other requirement of law (including, without limitation, in order to satisfy the requirements of applicable securities or banking Laws); (b) in connection with any action or proceeding to enforce or interpret this Lease or any provision hereof; (c) to the extent that the information is in the public domain through no fault of or cause by the disclosing party; (d) to prospective tenants, subtenants, assignees, purchasers or lenders (provided that such prospective party signs a confidentiality and non-disclosure agreement, prohibiting the disclosure of any terms or provisions of this Lease to any party other than such prospective party's agents, attorneys, and lenders); or (e) to the extent otherwise expressly permitted by this Lease or consented to in writing by the other party. The parties agree to treat as confidential and to use reasonable efforts to prevent the inadvertent disclosure of proprietary information of either party delivered to the other pursuant to or in furtherance of the purposes of this Lease. From and after the date of this Lease, except with the prior written consent of the other party, neither Landlord nor Tenant shall make or permit to be made any public announcements or press releases concerning this Lease, the terms of this Lease or any other information concerning this Lease or any transaction contemplated therein. This provision shall survive the termination of this Lease. The above notwithstanding, it is agreed by and between the parties that in the event that Landlord elects to sell or finance the Premises, Landlord may disclose the terms of the Lease to prospective purchasers and/or lenders without violating this Section, provided that Landlord shall require any such prospective purchasers to sign a confidentiality and non-disclosure agreement, prohibiting the disclosure of any terms or provisions of this Lease to any party other than such prospective purchasers' agents, attorneys, and lenders.

40 TRANSFER DECLARATIONS. If applicable, the parties hereto agree that they will execute, acknowledge, and deliver any required transfer declarations so the same may be timely filed and/or recorded in the applicable governmental office. Recording charges, if any, shall be paid by Tenant.

41 RECORDING SHORT FORM OF LEASE; ESTOPPEL CERTIFICATES. This Lease shall not be recorded but the parties hereto agree that simultaneously with the execution of this Lease, they will execute, acknowledge, and deliver the Memorandum of Lease attached hereto as Exhibit B and incorporated herein by this reference, which Tenant may record, at Tenant's cost, in the public records for Mendocino County, California. Each party, within 30 days after notice from the other party, shall execute and deliver to the other party a certificate in the form attached hereto as Exhibit E and incorporated herein by this reference, stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified and stating the modifications and specifying the existence or absence of any default hereunder. This certificate shall also state the amount of Rental, the dates to which Rental has been paid, and the amount of any prepaid Rental, if any.

42 ECONOMIC SANCTIONS COMPLIANCE.

42.1 Landlord Representation. Landlord represents that neither Landlord nor any of its subsidiaries or, to the knowledge of the Landlord, any director, officer, employee, trustee, beneficiary, agent, affiliate or representative of the Landlord, or any third party to whom Landlord directs Tenant to make any payments required by this Lease, is an individual or entity ("Person") currently the subject of any sanctions administered or enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), nor is the Landlord located, organized or resident in a country or territory that is the subject of Sanctions; and Landlord represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions, unless allowable under applicable Laws, rules or regulations. Landlord hereby agrees to indemnify, defend and hold Tenant harmless from and against any and all claims, losses, and damages (including attorneys' fees and costs) arising from or related to any breach of the foregoing representations.

42.2 Tenant Representation. Tenant represents that neither Tenant nor any of its subsidiaries or, to the knowledge of the Tenant, any director, officer, employee, agent, affiliate or representative of the Tenant is a Person currently the subject of any Sanctions, nor is the Tenant located, organized or resident in a country or territory that is the subject of Sanctions; and Tenant represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions, unless allowable under applicable Laws, rule or regulations. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, losses, and damages (including attorneys' fees and costs) arising from or related to any breach of the foregoing representations.

42.3 Blocked Account. Notwithstanding anything to the contrary in this Lease, if at any time during the Term of this Lease as it may be extended, Tenant obtains knowledge that any representation made by the Landlord pursuant to this Section is untrue, inaccurate, or incorrect, Landlord acknowledges that Tenant shall be required to place all payments due to Landlord under the Lease to a blocked account until such time as Tenant receives a waiver from the relevant sanctions authority allowing for payments to be made directly to Landlord.

42.4 Termination Right. Notwithstanding anything to the contrary in this Lease, if at any time during the Term of this Lease as it may be extended, Landlord or Tenant obtains knowledge that any representation made by the other party pursuant to this Section is untrue inaccurate, or incorrect, the discovering party shall give the other party written notice thereof. If the party so notified is unable to cure such misrepresentation or breach and provide the discovering party with reasonable documentation of such cure within sixty (60) days of the notice, the discovering party may terminate this Lease upon fifteen (15) days written notice.

43 Employee Representation. If Landlord is or includes an entity (such as a limited liability company, partnership, or corporation), Landlord represents and warrants that neither Landlord, nor any officer, director, partner, member or employee of Landlord, is an employee of Tenant, or a spouse, domestic partner or dependent child of an employee of Tenant, and that no officer, director, or employee of Tenant, and no spouse, domestic partner or dependent child of any officer, director, partner, member or employee of Tenant, has a controlling interest in Landlord. If Landlord is or includes an individual person, Landlord represents and warrants that Landlord is not an employee of Tenant, or a spouse, domestic partner or dependent child of an employee of Tenant. If Landlord is or includes a trust, Landlord represents and warrants that neither Landlord nor any trustee or beneficiary of Landlord is an employee or a spouse, domestic partner or dependent child of an employee of Tenant and that no employee or spouse, domestic partner or dependent child of Tenant has a controlling interest in Landlord.

[signatures follow on next pages]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date on which the latter of Landlord or Tenant executes this Lease as noted below.

LANDLORD:

CITY OF UKIAH, a California general law municipal corporation

By: _____

Name: _____

Title: _____

TENANT:

BANK OF AMERICA, NATIONAL ASSOCIATION, a
national banking association

By: _____
Name: Kathleen M. Luongo
Title: Vice President

EXHIBIT A

DEPICTION OF THE PREMISES

Real property in the City of Ukiah, County of Mendocino, State of California, described as follows:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL ONE AND PARCEL TWO WHICH LIES NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF MAIN STREET WITH THE NORTHERLY LINE OF MILL STREET AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN MAP CASE 2, DRAWER 14, PAGE 10, MENDOCINO COUNTY RECORDS;

THENCE NORTH 11° 37' 10" WEST ALONG THE WEST LINE OF MAIN STREET, A DISTANCE OF 477.91 FEET TO A 1/2" IRON PIPE, WHICH IS THE POINT OF BEGINNING OF THIS LINE;

THENCE SOUTH 87° 24' 42" WEST A DISTANCE OF 246.89 FEET TO A POINT ON THE EAST LINE OF STATE STREET WHICH IS MARKED BY A LEAD AND TAG STAMPED L.S. 2917.

PARCEL ONE:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF MILL STREET WITH THE WEST LINE OF MAIN STREET, AS SAID STREETS ARE DESIGNATED AND DELINEATED ON A CERTAIN MAP OF THE TOWN OF UKIAH CITY ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA;

THENCE NORTHERLY AND ALONG THE WESTERLY LINE OF MAIN STREET 395.17 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN TO BE DESCRIBED;

THENCE ANGLE TO THE LEFT FROM THE WEST LINE OF MAIN STREET 81° 32' A DISTANCE OF 67.24 FEET;

THENCE ANGLE TO THE LEFT 1° 28' A DISTANCE OF 187.54 FEET TO THE EAST LINE OF STATE STREET (THE LAST TWO DISTANCES GIVEN BEING ALONG THE CENTER OF A CERTAIN DITCH OR WATER COURSE);

THENCE ANGLE TO THE RIGHT 88° 30' A DISTANCE OF 89.46 FEET ALONG THE EAST LINE OF STATE STREET;

THENCE ANGLE TO THE RIGHT 93° 32' A DISTANCE OF 247.14 FEET TO THE WEST LINE OF MAIN STREET;

THENCE ANGLE TO THE RIGHT 80° 58' A DISTANCE OF 83 FEET ALONG THE WEST LINE OF MAIN STREET TO THE POINT OF BEGINNING, AND BEING TRACT 1 DESCRIBED IN THAT CERTAIN DEED WHEREIN M. F. BENNIFIELD IS GRANTOR AND ETHEL BONNIFIELD IS GRANTEE, AND WHICH DEED IS DATED OCTOBER 14, 1924, AND IS RECORDED IN BOOK 179 OF DEEDS, PAGE 368, MENDOCINO COUNTY RECORDS.

PARCEL TWO:

COMMENCING AT A POINT WHERE THE CENTERLINE OF CLAY STREET IN THE TOWN OF UKIAH INTERSECTS THE EAST LINE OF STATE STREET, 207.74 FEET TO THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OWNED BY BORING, TO AND FOR THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING CONTINUING SOUTH, ALONG SAID EAST LINE OF STATE STREET, 48.58 FEET;

THENCE ANGLING TO THE LEFT 0° 04' 83.85 FEET TO THE NORTHWEST CORNER OF LAND NOW OR FORMERLY OWNED BY BENNIFIELD;

THENCE LEAVING SAID EAST LINE OF STATE STREET, AND ANGLING TO THE LEFT 86° 22', 246.78 FEET ALONG THE NORTH LINE OF SAID BONNIFIELD LOT, TO THE WEST LINE OF MAIN STREET;

THENCE ANGLING TO THE LEFT 99° 02', 169.13 FEET TO THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OWNED BY MATTERN;

THENCE ANGLING TO THE LEFT 89° 38', 231.21 FEET ALONG THE SOUTH LINE OF LANDS NOW OR FORMERLY OWNED BY MATTERN AND BY BORING, TO THE TRUE POINT OF BEGINNING.

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

EXHIBIT A-1

DEPICTION OF THE BUILDING

(see attached)

The Critical Area is any portion of the building necessary for servicing and using the ATMs, and any portion of the Premises used for vehicular or pedestrian access to the ATMs.

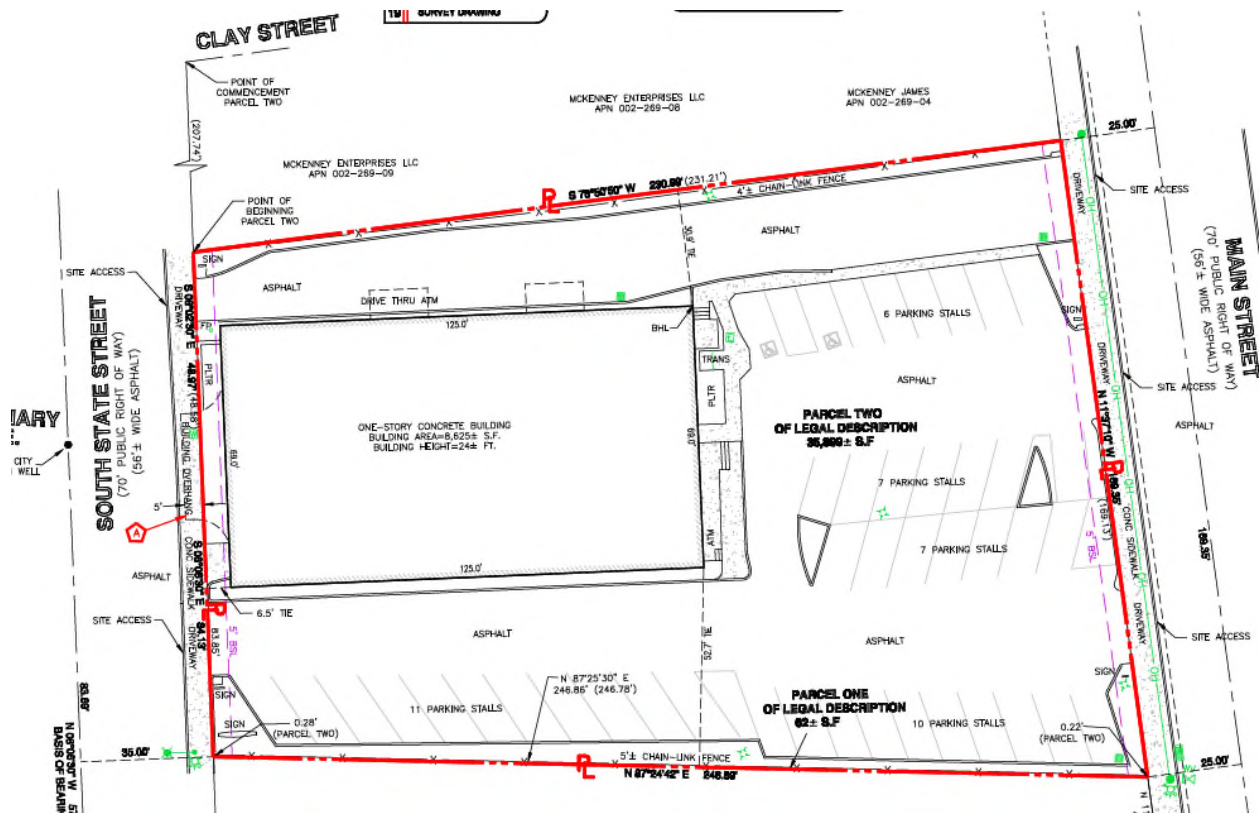


EXHIBIT B

Reserved for Recorder's Use

Prepared by:

Albert E. Bender, Jr.
Alston & Bird LLP
1201 West Peachtree Street
Atlanta, GA 30309-3424

Return after recording to:

Bank of America, National Association
Global Workplace – Transactions
Two Smith Street
Mail Code: MA6-152-02-01
Wakefield, MA 01880
Attention: Kathleen M. Luongo (CA1-125)

STATE OF CALIFORNIA

COUNTY OF MENDOCINO

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this “Memorandum”) is made as of February __, 2020 between CITY OF UKIAH, a California general law municipal corporation (“Landlord”), having an address of 300 Seminary Avenue, Ukiah, California 95482, Attention: Shannon Riley, and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (“Tenant”), having an address of 13850 Ballantyne Corporate Place, Mail Code: NC2-150-03-06, Charlotte, North Carolina 28277, Attention: Lease Administration (CA1-125).

W I T N E S S E T H:

WHEREAS, Landlord and Tenant have entered into a certain ATM Lease Agreement dated February __, 2020 (the “Lease”), whereby Landlord did demise and lease to Tenant, and Tenant did lease from Landlord the Premises (as defined in the Lease), located at 501 South State Street, Ukiah, Mendocino County, California, as more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Landlord and Tenant desire to enter into and record this Memorandum of Lease in order that third parties may have notice of Tenant's interest and rights under the Lease, of the leasehold estate of Tenant, and of the Lease.

NOW, THEREFORE, Landlord, in consideration of the rents and covenants provided for in the Lease to be paid and performed by Tenant, has leased unto Tenant, and Tenant has leased from Landlord, the Premises in accordance with the terms and provisions of the Lease.

Specific reference is hereby made to the following provisions of the Lease:

1. Recitals Incorporated; Definitions. The recitals set forth above are incorporated into this Memorandum of Lease and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms used herein without meaning shall have the meaning ascribed to such terms in the Lease.

2. Term. Tenant shall have and hold the Premises for an Initial Term of approximately one (1) year, which commences on the Commencement Date and shall expire, if not sooner terminated, on the last day of the calendar month within which the first (1st) anniversary of the Effective Date occurs, all as more particularly described in the Lease.

3. Renewal. Tenant has the option to renew the Term of this Lease for six (6) additional consecutive one (1) month periods each (each, a "Renewal Term").

4. Exclusive. Landlord agrees that during the Term, Tenant shall have the exclusive right to the Banking Use on or about the Property and that Landlord shall not sell, lease or license any portion of the Property to anyone other than Tenant for the Banking Use. As used in the Lease, the term "Banking Use" means the operation of, or use of services for the operation of, automated teller machines or other self-service banking devices capable of accepting and operating with any and all credit, debit, and/or identification cards, or by other means, as may exist in the future through advances in technology, including but not limited to devices used to make and/or receive deposits, make loans to the general public, open accounts, and provide video or other remote access to representatives of Tenant, including but not limited to so-called "ATMs with Teller Assist" and/or "Video Teller Machines" (individually and collectively, as the context may require, "ATM"). Landlord shall not permit any other person or entity to place any signage or advertisements for a Banking Use within or upon any portion of the Property, including, but not limited to, the Common Areas, during the Term. Landlord shall not, at any time during the Term, lease or otherwise grant occupancy rights in the Property to any tenant or occupant whose business is undesirable for a first class retail property in Tenant's reasonable discretion, such uses to include, but not be limited to, a strip club, pawn shop, pornography dealer, tattoo parlor or head shop.

5. Additional Provisions. All terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum of Lease by reference as though fully set forth herein, and the Lease and this Memorandum of Lease shall be deemed to constitute a single instrument or document. This Memorandum of Lease has been entered into by Landlord and Tenant for purposes of recordation in the appropriate real estate records of Mendocino County, California to provide notice to third parties of the Lease and nothing contained herein shall be deemed or construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Lease. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the terms of the Lease shall control.

6. Counterparts. This instrument may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date set forth above.

LANDLORD:

City of Ukiah, a California general law municipal corporation

By: _____

Name: _____

Title: _____

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

SS:

COUNTY OF _____

On _____, 2019 before me, _____, a Notary Public, personally appeared _____, 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.

(Seal)

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

TENANT:

BANK OF AMERICA, NATIONAL ASSOCIATION, a
national banking association

By: _____

Name: Kathleen M. Luongo

Title: Vice President

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

COMMONWEALTH OF MASSACHUSETTS

SS:

COUNTY OF MIDDLESEX

On _____, 2019 before me, _____, a Notary Public, personally appeared Kathleen M. Luongo, 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.

(Seal)

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Real property in the City of Ukiah, County of Mendocino, State of California, described as follows:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL ONE AND PARCEL TWO WHICH LIES NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF MAIN STREET WITH THE NORTHERLY LINE OF MILL STREET AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN MAP CASE 2, DRAWER 14, PAGE 10, MENDOCINO COUNTY RECORDS;

THENCE NORTH 11° 37' 10" WEST ALONG THE WEST LINE OF MAIN STREET, A DISTANCE OF 477.91 FEET TO A 1/2" IRON PIPE, WHICH IS THE POINT OF BEGINNING OF THIS LINE;

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PARCEL TWO:

COMMENCING AT A POINT WHERE THE CENTERLINE OF CLAY STREET IN THE TOWN OF UKIAH INTERSECTS THE EAST LINE OF STATE STREET, 207.74 FEET TO THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OWNED BY BORING, TO AND FOR THE TRUE POINT OF BEGINNING;

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

EXHIBIT C

Reserved for Recorder's Use

Prepared by:

Albert E. Bender, Jr.
Alston & Bird LLP
1201 West Peachtree Street
Atlanta, GA 30309-3424

Return after recording to:

Bank of America, National Association
Global Workplace – Transactions
Two Smith Street
Mail Code: MA6-152-02-01
Wakefield, MA 01880
Attention: Kathleen M. Luongo (CA1-125)

STATE OF CALIFORNIA

COUNTY OF MENDOCINO

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and dated as of _____, 20____, by and between BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (hereinafter referred to as "Tenant"), CITY OF UKIAH, a California general law municipal corporation (hereinafter referred to as "Landlord") and [LENDER: _____], [Lender: a _____] (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagee is the owner and holder of a promissory note dated _____, 20____, made by Landlord, payable to the order of Mortgagee (herein, as it may have been or may be from time to time renewed, extended, amended or supplemented, called the "Note"), secured, without limitation, by a mortgage, deed of trust or deed to secure debt (herein, as it may have been or may be from time to time renewed, extended, amended or supplemented, called the "Deed of Trust") recorded in Book _____, Page _____, of the real estate public records or register for Mendocino County, California, covering that certain tract of land located at 501 South State Street, Ukiah, California (the "Land") described in Exhibit A attached hereto and incorporated herein by this reference, and the improvements

thereon, if any (such Land and improvements being herein together called the “Property,” and the Deed of Trust, and any other liens held by Mortgagee against the Property to secure the Note, being herein together called the “Mortgage”);

WHEREAS, Landlord and Tenant have or will execute an ATM Lease Agreement dated on or about February __, 2020 (the “Lease”), for the lease of the Property; and

WHEREAS, as a condition to entering into the Lease, Tenant has required that Mortgagee and Landlord execute this Agreement and Mortgagee has agreed to do so as a material inducement to Tenant;

THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, Tenant, Landlord and Mortgagee hereby agree as follows:

1. Subordination. Subject only to the rights of Tenant hereinafter set forth, the Lease and all rights of Tenant thereunder are subject and subordinate to the Mortgage and any renewals or extensions thereof. This provision is acknowledged by Tenant to be self-operative and no further instrument shall be required to effect this subordination of the Lease. However, nothing herein is intended or shall be construed to subject to the lien of the Mortgage any property owned by Tenant or removable from the Premises by Tenant under the terms of the Lease.

2. Non-Disturbance. In the event of any foreclosure under the Mortgage, either by judicial proceeding or by power of sale, or if conveyance or transfer of the Property shall be made in lieu of foreclosure (any such foreclosure or conveyance or transfer in lieu of foreclosure being herein referred to as “Enforcement” and any party owning the Property or any interest therein as a result of Enforcement, and its successors and assigns, being herein called “Owner”), then the Lease shall not be terminated as a result of the Enforcement, whether by operation of law or otherwise. Notwithstanding the Enforcement, and the fact that the Lease is subordinate to the Mortgage, the Lease shall continue in full force and effect as a binding lease agreement between Owner and Tenant in accordance with its terms, the rights of Tenant under the Lease shall not be interfered with or disturbed by Owner, and Tenant shall retain all accrued rights, if any, to self-help, abatement and other remedies under the express terms of the Lease. Nothing herein shall negate the right of Owner to exercise the rights and remedies of Landlord under the Lease, including, without limitation, the right to terminate the Lease because of an Event of Default by Tenant under the Lease, and as to any breach or failure by Tenant under the Lease existing at the time of Enforcement, the Enforcement shall not operate to waive or abate the running of any notice or cure period or any action initiated by Landlord under the Lease to terminate the Lease on account of an Event of Default by Tenant. Nothing in this Agreement shall obligate Tenant to pay rent or other charges to Mortgagee until Mortgagee has succeeded to the interest of Landlord under the Lease and Tenant has received written notice thereof from Mortgagee, together with satisfactory evidence demonstrating that Mortgagee or Owner has succeeded to Landlord’s interest under the Lease and directing where rent should be mailed. The term “Event of Default” as used herein means a breach or failure to perform by Tenant under the Lease which continues beyond the applicable cure or grace period, if any, provided in the Lease.

3. Attornment. Tenant agrees that in the event of Enforcement, Tenant will attorn to Owner upon and subject to the terms and conditions of the Lease, including payment to Owner of all rentals and charges thereafter becoming due under the Lease, all without change in the terms or provisions of the Lease. Tenant agrees that Owner shall not be bound by (a) any payment of rent or additional rent for more than thirty (30) days in advance, except advance rental payments expressly provided for in the Lease, or (b) any payment of rent made to Landlord thirty (30) days after the date on which Owner notified Tenant in writing of its ownership of the Property as successor in interest to Landlord. Upon request by Tenant, Owner and Tenant shall execute and deliver an instrument or instruments confirming the non-disturbance and attornment herein

provided for. Notwithstanding the foregoing, the parties hereto acknowledge that to the extent any economic obligation of Landlord (including, but not limited to, free rent, incentive fees and/or brokerage fees) are not paid when due to Tenant, Tenant shall have the right to deduct the unpaid amount of such Landlord economic obligations from the next payment of rent.

4. Lease Condition Satisfied. Tenant acknowledges that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement by Mortgagee.

5. Subordination of Mortgage Election. Mortgagee may elect at any time to cause the Mortgage to be subordinate and junior to the Lease by filing an instrument in the real property records of the county in which the Property is located specifying that election and concurrently providing Tenant with written notice of that election.

6. Notices. All notices required or which any party desires to give hereunder shall be in writing and shall be addressed or delivered to the respective addresses set forth at the end of this Agreement, or to such other address as may have been previously designated by the intended recipient by notice given in accordance with this Section. If sent by prepaid, registered or certified mail (return receipt requested), the notice shall be deemed effective when the receipt is signed or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified; and if transmitted by personal delivery or via nationally recognized overnight mail courier service (e.g., Federal Express, UPS, etc.), the notice shall be effective when received. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt.

7. Miscellaneous. This Agreement shall inure to the benefit of and shall be binding upon Mortgagee, Landlord and Tenant and their respective successors and assigns, and any Owner and its heirs, personal representatives, successors and assigns. This Agreement and its validity, enforcement and interpretation, shall be governed by the Laws of the State of California and applicable United States federal Laws. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

8. Digital Image. The parties agree to accept a digital image of this Agreement and the Lease, as executed, as true and correct originals and admissible as best evidence for the purposes of State Laws, Federal Rule of Evidence 1002, and like statutes and regulations. Execution and delivery of this Agreement and the Lease and any amendments by portable document format ("PDF") copy bearing the PDF signature of any one or more parties hereto shall constitute a valid and binding execution and delivery of this Agreement and the Lease and any amendments by such party or parties. All copies of this Agreement and the Lease and any amendments bearing any such PDF signatures shall constitute enforceable original documents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

MORTGAGEE:

[LENDER: _____], [Lender: a
_____]

By: _____
Name: _____
Title: _____

Mortgagee's Address:

[Lender: _____]

TENANT:

BANK OF AMERICA, NATIONAL ASSOCIATION, a
national banking association

By: _____
Name: Kathleen M. Luongo
Title: Vice President

Tenant's Address:

Bank of America, National Association
13850 Ballantyne Corporate Place
Mail Code: NC2-150-03-06
Charlotte, North Carolina 28277
Attention: Lease Administration (CA1-125)
Phone: 1-888-375-3382 (toll free)
E-mail: cwsuppliersupport@bankofamerica.com

with a copy to:
Bank of America, National Association
Global Workplace – Transactions
Two Smith Street
Mail Code: MA6-152-02-01
Wakefield, MA 01880
Attention: Kathleen M. Luongo (CA1-125)
Telephone: 781.756.4818
E-mail: kathleen.m.luongo@bankofamerica.com

LANDLORD:

CITY OF UKIAH, a California general law municipal corporation

By: _____
Name: _____
Title: _____

Landlord's Address:

City of Ukiah
300 Seminary Avenue
Ukiah, California 95482
Attention: Shannon Riley
Telephone No.: 707.467.5793
E-mail: sriley@cityofukiah.com

with a copy to:

Rapport & Marston
405 W. Perkins Street
Ukiah, CA 95482
Attention: David Rapport, Esq.
Telephone No.: 707.462.6846
E-mail: drapport@cityofukiah.com

**[ADD CORRECT NOTARY BLOCKS FOR LANDLORD
AND TENANT BASED ON THE STATE OF California]**

EXHIBIT A TO SUBORDINATION,
ATTORNMENMENT AND NON-DISTURBANCE AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT D

RENT DOCUMENTATION

Bank of America



LANDLORD ADDRESS VERIFICATION FORM - REQUIRED

Property Address: _____

MH Property ID: _____

PAYEE ADDRESS

(The Payee Name must match the Name on the W-9.)

Payee Name: _____

Payment Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Email: _____ Phone: _____

NOTICE ADDRESS

☐ Same as Payee Address

☐ Same as Management Company

Company Name: _____

Attn: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Phone: _____

PROPERTY MANAGER/MANAGEMENT COMPANY

☐ Same as Payee Address

☐ Same as Notice Address

☐ N/A

Management Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Email: _____ Phone: _____

Authorized Signature _____ **Date** _____

Print Name _____ **Title** _____

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
OR								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Authorization Agreement for
Automatic Payments (ACH Credits) Suppliers

As a convenience to our company, I hereby authorize Bank of America to initiate deposit (credit) entries and if necessary adjustments for any credit entries made in error, to our account indicated below. I further authorize the financial institution named below to credit and/or debit such entries to such account. Debit entries can only be made to correct duplicate or erroneous payments and must be made within five (5) business days of pay date.

Name of Financial Institution Account Number ☐ Checking
☐ Savings

Address Routing or ABA Number

City State Zip Code Bank of America Vendor Number

This authorization agreement remains in full force and effect until Bank of America has received notice from me of its termination. Such termination must be made in such time and in such manner as to afford Bank of America a reasonable opportunity to act on it.

☐ This represents setup authorization

☐ This represents a change of previously authorized information

Authorized Representative Signature Print Name

Title

Vendor/Payee Name Telephone number

Address City State Zip Code

Email Address for Deposit Notification – **REQUIRED**

REQUIRED
PLEASE ATTACH A COPY OF A VOIDED CHECK OR A SIGNATURE OF OFFICER
(Cannot be the same as requestor signature above)

Signature _____ Print Name _____

If company policy prohibits attaching a check, Bank of America is authorized to set up the ACH account based on the information provided as being true and correct. The vendor will not hold Bank of America if the information is incorrect.

Return this form to: Bank of America, NA
NC2-150-03-06
PO Box 30120
Attn: Lease ID
Charlotte, NC 28202-0120

EXHIBIT D-1

CALIFORNIA FORM 590

YEAR		CALIFORNIA FORM	
2015	Withholding Exemption Certificate		590
The payee completes this form and submits it to the withholding agent.			
Withholding Agent (Type or print)			
Name _____			
Payee			
Name _____		☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.	
Address (apt./ste., room, P.O. Box, or PMB no.) _____			
City (if you have a foreign address, see instructions.) _____		State _____	ZIP Code _____
Exemption Reason			
Check only one reason box below that applies to the payee.			
By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.			
☐ Individuals — Certification of Residency: I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.			
☐ Corporations: The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.			
☐ Partnerships or Limited Liability Companies (LLCs): The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.			
☐ Tax-Exempt Entities: The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.			
☐ Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans: The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.			
☐ California Trusts: At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.			
☐ Estates — Certification of Residency of Deceased Person: I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.			
☐ Nonmilitary Spouse of a Military Servicemember: I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.			
CERTIFICATE OF PAYEE: Payee must complete and sign below.			
Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.			
Payee's name and title (type or print) _____		Telephone (____) _____	
Payee's signature ► _____		Date _____	

EXHIBIT E

FORM OF ESTOPPEL CERTIFICATE

_____, 20____
City of Ukiah
300 Seminary Avenue
Ukiah, California 95482

OR

Bank of America, National Association
13850 Ballantyne Corporate Place
Mail Code: NC2-150-03-06
Charlotte, North Carolina 28277
Attention: Lease Administration (CA1-125)

Re: Lease Agreement between City of Ukiah, as Landlord, and Bank of America, National Association, as Tenant, dated February ___, 2020; CA1-125 (Ukiah), 501 South State Street, Ukiah, Mendocino County, California

The undersigned certifies as follows:

1. The undersigned is the Tenant //OR// Landlord under the following described lease (the "Lease"): between City of Ukiah, as Landlord, and Bank of America, National Association, as Tenant, dated February ___, 2020.

2. The Lease is presently in full force and effect and has not been modified or amended in writing or orally except as follows: _____.

3. Tenant has accepted and is presently occupying the premises described in the Lease (the "Premises").

4. No rent under the Lease has been paid more than thirty (30) days in advance of its due date. The current monthly basic rent is: \$_____ and such rent has been paid through: _____, 20____.

5. To the best of the undersigned's knowledge, as of the date of this Estoppel Certificate, Tenant //OR// Landlord is not in default under the Lease and no event has occurred which with notice or the passage of time or both would constitute a default under the Lease.

6. The Lease expires on _____ and provides for six (6) renewal options of one (1) month each.

7. Under the Lease and/or pursuant to Laws, Tenant has the right to cause an audit and/or an accounting to be performed of Landlord's operations and/or books and records pertaining to taxes. Such an audit and/or accounting could result in a claim or an offset for rents paid under the Lease. **[OPTION (Tenant Estoppel only):** Tenant's execution of this Estoppel Certificate notwithstanding, Tenant reserves its right to perform such an audit and/or accounting and to assert any claims or offsets resulting therefrom. **end Option]**

[signature follows on next page]

This Estoppel Certificate is for informational purposes only and will not in any way amend the terms of the Lease. If there are any conflicts between the terms of the Estoppel Certificate and the Lease, the terms of the Lease will prevail. The undersigned has executed and delivered this Certificate as of the date set forth above

TENANT:

BANK OF AMERICA, NATIONAL ASSOCIATION, a
national banking association

By: _____
Name: _____
Title: Vice President

//OR//

LANDLORD:

CITY OF UKIAH, a California general law municipal
corporation

By: _____
Name: _____
Title: _____

EXHIBIT E

Form of Bill of Sale and Assignment (to be completed and signed at Closing)

BILL OF SALE AND ASSIGNMENT

FOR VALUE RECEIVED, BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (“Assignor”), hereby, as of February __, 2020, sells, bargains, conveys, assigns, transfers and sets over to CITY OF UKIAH, a California general law municipal corporation (“Assignee”), its successors and assigns forever, all of Assignor’s right, title and interest in and to the furniture, fixtures, equipment and other items of personal property, if any, owned by Assignor (collectively, the “Personal Property”), all as located on or attached to the real estate and the building and improvements erected thereon located at 501 South State Street, Ukiah, California 95482 (the “Property”).

TO HAVE AND TO HOLD the above-mentioned Personal Property unto Assignee, its successors and assigns forever.

Assignor covenants, represents and warrants that it has good and legal title to the Personal Property free and clear of all claims, liens, security interests, charges and encumbrances, subject to the Permitted Exceptions shown in any public records or listed in the Deed from Assignor to Assignee of even date herewith conveying the Property, and that Assignor has the right to transfer and convey such title to the Personal Property to Assignee. All terms, covenants, representations and warranties contained herein shall be for and inure to the benefit of, and shall bind, the parties hereto and their respective successors and assigns.

Assignee takes the Personal Property “AS IS” and “WITH ALL FAULTS” and acknowledges that Assignor has not made and does not make any representations or warranties as to physical condition, operation, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose or any other matter.

Notwithstanding anything contained herein to the contrary, no computer servers, desktop stations, laptops, files, documents, records or other personal property which could reasonably be expected to contain customer information, proprietary information or other confidential information (collectively, the “Protected Items”) shall become the property of or shall be disposed of by Assignee. In the event any Protected Items remain on the Property after closing, Assignee agrees to notify Assignor immediately and to promptly provide access during normal business hours for Assignor to retrieve said items; it being acknowledged by both Assignee and Assignor that such items may contain sensitive, confidential and/or proprietary information which is subject to federal regulations as to ownership, possession, storage, disposal, removal or other handling. Further, Assignee agrees not to make any copies of the information contained in the Protected Items, nor display or disseminate the Protected Items or the information contained therein to any third parties. Assignee agrees that it will not contact any media outlet or other third party to publicize any Protected Items left on the Property. In addition, upon request, Assignee agrees to execute a certificate in a form prepared and provided by the Assignor, attesting under penalty of perjury to the foregoing. This provision shall survive the Closing of the sale of the Property.

The parties agree to accept a digital image of this Bill of Sale and Assignment, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and the like statutes and regulations.

IN WITNESS WHEREOF and intending to be legally bound hereby, the undersigned have executed this Bill of Sale and Assignment as of the date first set forth hereinabove.

ASSIGNOR:

BANK OF AMERICA, NATIONAL ASSOCIATION, a
national banking association

By: _____
Name: Kathleen M. Luongo
Title: Vice President

ASSIGNEE:

CITY OF UKIAH, a California general law municipal
corporation

By: _____

Name: _____

Title: _____



AGENDA SUMMARY REPORT

SUBJECT: Possible Introduction by Title Only of Electric Vehicle Charging Station Parking Ordinance.

DEPARTMENT: City Attorney **PREPARED BY:** Darcy Vaughn, Assistant City Attorney

ATTACHMENTS:

1. EV Charging Station Ordinance Redline
2. EV Charging Station Ordinance Clean

Summary: The City Council will discuss and consider introducing the Electric Vehicle Charging Station Parking Ordinance by title only.

Background: Over the past three years, a number of electric vehicle charging stations have been installed in City-owned parking lots. In addition to the eight Tesla charging stations adjacent to the Conference Center Parking Lot (Lot E), four new Charge Point EV Chargers were recently installed in the Oak Street Parking Lot (Lot A). The chargers will provide 24/7 customer convenience and customer support for anyone with an electric vehicle. However, the Ukiah City Code currently lacks an enforcement provision that would ensure that the City can continually make these chargers available to customers by allowing City staff to cite or remove vehicles that are illegally parked, i.e. not utilizing the charging stations, in the parking spaces designated for electric vehicle charging in City-owned parking lots. Because the City is likely to continue to develop electric vehicle charging stations in City-owned parking lots and, eventually, on public streets, City staff recommends amendment of the City Code to allow for enforcement of City regulations applicable to parking at electric vehicle charging stations.

California Vehicle Code Section 22511 authorizes the City, by ordinance or resolution, to designate stalls or spaces in an off-street parking facility owned or operated by the City or on a public street in the City's jurisdiction for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes. In addition, under Section 22511, after notifying the Ukiah Police Department, the City may cause the removal of a vehicle from a designated electric charging stall or space if the vehicle is not connected for electric charging purposes, with removal to the "nearest garage ... that is owned, leased or approved for use by the a public agency..." Section 22511(d)(1) sets forth requirements for posting and noticing that must be met before the City is authorized to remove vehicles illegally parked in electric vehicle charging spaces.

Discussion: The Electric Vehicle Charging Station Parking Ordinance, a redlined version of which is attached here as Attachment 1 and a clean version as Attachment 2, adds Article 17 to Chapter 1, Division 8 of the City Code, which regulates parking at electronic vehicle charging stations in City-owned parking lots or on public streets. The Ordinance authorizes the City's Traffic Engineer to designate spaces on public streets or in City-owned parking lots for exclusive parking of electric vehicles that are connected to electric vehicle charging stations and in the process of charging said vehicles. Once these parking spaces are designated, the Ordinance charges the Public Works Department with the responsibility of placing signs or markings giving adequate notice that the parking space or spaces are restricted and to be used only for such electric vehicles. For those parking spaces that are leased, such as the spaces in Lot E that are leased to Tesla, the lessee is responsible for placing the signs and markings giving notice of the parking restriction. This provision in the Ordinance cites to the notice and posting requirements in Section 22511, indicating that these signs or

markings will comply with the specific content and location requirements set forth in Section 22511.

Furthermore, the Ordinance sets forth restrictions for use of designated electric vehicle charging station spaces. Specifically, the Ordinance prohibits parking in these designated spaces, or obstructing these designated spaces unless the vehicle is connected for electric charging or the signage for the space indicates that general parking in the space is permitted. Finally, the Ordinance authorizes the City to cite and impose fines on individuals violating the Ordinance, and also authorizes the Ukiah Police Department to remove or cause the removal of vehicles that are parked in violation of the Ordinance for more than thirty (30) hours.

Recommended Action: Staff asks that the City Council discuss and consider introducing the Electric Vehicle Charging Station Parking Ordinance by title only.

BUDGET AMENDMENT REQUIRED: No

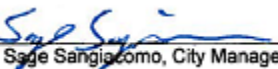
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING
ARTICLE 17 TO CHAPTER 1 AND AMENDING SECTION 7381 IN ARTICLE 3,
CHAPTER 3 IN DIVISION 8 OF THE UKIAH CITY CODE TO REGULATE ELECTRIC
VEHICLE CHARGING STATIONS.**

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

SECTION ONE. A new Article 17, entitled "Regulation of Electric Charging Station Spaces on City Streets and Municipal Off-Street Parking Lots" shall be added to Chapter 1, Division 8 of the Ukiah City Code and shall read as follows.

**ARTICLE 17. REGULATION OF ELECTRIC CHARGING STATION SPACES
ON CITY STREETS AND MUNICIPAL OFF-STREET PARKING LOTS**

Sections:

7260 Definitions

7261 Method of Regulation

7262 Signs or Markings for Electric Vehicle Charging Stations

7263 Restrictions for Electric Vehicle Charging Stations.

§7260 DEFINITIONS

The following words and phrases contained in this Section when used in this Division shall, for the purpose of this Division, have the meanings respectively ascribed to them in this Section.

A. "Charging" means an electric vehicle parked at an electric vehicle charging station which is electrically connected to the charging station equipment.

B. "Electric Vehicle" means a "motor vehicle" as defined in the California Vehicle Code, and (i) which displays the State of California Air Board ZEV (Zero Emission Vehicle) sticker or (ii) any vehicle defined by the California Air Resources Board as "off-vehicle charge capable" meaning having the capability to charge a battery from an off-vehicle electric energy source that cannot be connected or coupled to the vehicle in any manner while the vehicle is being driven.

C. “Electric Vehicle Charging Station” means one or more electric vehicle charging spaces served by electric vehicle charger(s) or other charging equipment allowing charging of electric vehicles.

§7261 METHOD OF REGULATION

The City Traffic Engineer is authorized in accordance with the purposes of this chapter to designate spaces on public streets and in Municipal off-street public parking facilities for the exclusive parking of electric vehicles that are connected to Electric Vehicle Charging Stations for the purpose of transferring electricity to the battery or other energy storage device of an electric vehicle.

§7262 SIGNS OR MARKINGS FOR ELECTRIC VEHICLE CHARGING STATIONS

Upon designation of a parking space or spaces for the exclusive use of electric vehicles pursuant to Subsection 7261 of this Article, the Public Works department, or, if the space is leased, the tenant, shall place signs or markings giving adequate notice that the parking space or spaces are restricted and to be used only for such electric vehicles. The signs or markings shall be in compliance with the specific content and location requirements set forth in California Vehicle Code § 22511(d) indicating that vehicles left standing in violation of the restriction may be removed. The parking restriction shall not apply to the designated parking spaces until the sign or markings have been placed.

§7263 RESTRICTIONS FOR ELECTRIC VEHICLE CHARGING STATIONS

A. In parking spaces designated by the use of markings and/or posting as Electric Vehicle Charging Stations in which general parking is prohibited, only Electric Vehicles are allowed to park for charging.

B. It is unlawful for a person to park or leave standing a vehicle in a parking space designated by the use of markings and/or posting as an Electric Vehicle Charging Station in which general parking is prohibited, on a public street or Municipal off-street parking facility unless the vehicle is connected for electric charging.

C. It shall be unlawful for a person to obstruct, block, or otherwise bar access to a parking space designated by the use of markings and/or posting as an Electric Vehicle Charging Station in which general parking is prohibited, on a public street or Municipal off-street parking facility unless the person's vehicle is parked or left standing in the stall or space while the vehicle is connected for electric charging.

D. The Ukiah Police Department is authorized to remove or cause the removal of vehicles parked in violation of this Section in accordance with California Vehicle Code § 22511.

§7264 INFRACTION PENALTY FOR VIOLATING THIS ARTICLE

It shall be unlawful and constitute an infraction for any person to violate any provision of this Article. Any such violation shall be punishable by a fine not exceeding fifty-five dollars (\$55.00).

SECTION TWO.

Section 7381, entitled "Removal of Vehicles" in Article 3, Chapter 3, Division 8 of the Ukiah City Code shall be amended to read as follows.

§7381 REMOVAL OF VEHICLES

The Police Department is hereby empowered to remove, or cause to have removed to the nearest garage, vehicle storage facility, or other place of safety, or to a garage designated or maintained by the City, any vehicle that is stopped, standing or parked on any municipal off-street parking lot in violation of §§ 7263, 7318, 7352, 7361 or 7366 of this Chapter or which is left for a period exceeding thirty (30) hours. The provisions of Chapter 10 of Division 11 of the Vehicle Code of the State of California pertaining to notice to owner and garage keeper's lien, shall apply in the event of such removal.

SECTION THREE.

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs,

sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on ____, 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING
ARTICLE 17 TO CHAPTER 1 AND AMENDING SECTION 7381 IN ARTICLE 3,
CHAPTER 3 IN DIVISION 8 OF THE UKIAH CITY CODE TO REGULATE ELECTRIC
VEHICLE CHARGING STATIONS.**

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

SECTION ONE. A new Article 17, entitled "Regulation of Electric Charging Station Spaces on City Streets and Municipal Off-Street Parking Lots" shall be added to Chapter 1, Division 8 of the Ukiah City Code and shall read as follows.

**ARTICLE 17. REGULATION OF ELECTRIC CHARGING STATION SPACES
ON CITY STREETS AND MUNICIPAL OFF-STREET PARKING LOTS**

Sections:

7260 Definitions

7261 Method of Regulation

7262 Signs or Markings for Electric Vehicle Charging Stations

7263 Restrictions for Electric Vehicle Charging Stations.

§7260 DEFINITIONS

The following words and phrases contained in this Section when used in this Division shall, for the purpose of this Division, have the meanings respectively ascribed to them in this Section.

A. "Charging" means an electric vehicle parked at an electric vehicle charging station which is electrically connected to the charging station equipment.

B. "Electric Vehicle" means a "motor vehicle" as defined in the California Vehicle Code, and (i) which displays the State of California Air Board ZEV (Zero Emission Vehicle) sticker or (ii) any vehicle defined by the California Air Resources Board as "off-vehicle charge capable" meaning having the capability to charge a battery from an off-vehicle electric energy source that cannot be connected or coupled to the vehicle in any manner while the vehicle is being driven.

C. “Electric Vehicle Charging Station” means one or more electric vehicle charging spaces served by electric vehicle charger(s) or other charging equipment allowing charging of electric vehicles.

§7261 METHOD OF REGULATION

The City Traffic Engineer is authorized in accordance with the purposes of this chapter to designate spaces on public streets and in Municipal off-street public parking facilities for the exclusive parking of electric vehicles that are connected to Electric Vehicle Charging Stations for the purpose of transferring electricity to the battery or other energy storage device of an electric vehicle.

§7262 SIGNS OR MARKINGS FOR ELECTRIC VEHICLE CHARGING STATIONS

Upon designation of a parking space or spaces for the exclusive use of electric vehicles pursuant to Subsection 7261 of this Article, the Public Works department, or, if the space is leased, the tenant, shall place signs or markings giving adequate notice that the parking space or spaces are restricted and to be used only for such electric vehicles. The signs or markings shall be in compliance with the specific content and location requirements set forth in California Vehicle Code § 22511(d) indicating that vehicles left standing in violation of the restriction may be removed. The parking restriction shall not apply to the designated parking spaces until the sign or markings have been placed.

§7263 RESTRICTIONS FOR ELECTRIC VEHICLE CHARGING STATIONS

A. In parking spaces designated by the use of markings and/or posting as Electric Vehicle Charging Stations in which general parking is prohibited, only Electric Vehicles are allowed to park for charging.

B. It is unlawful for a person to park or leave standing a vehicle in a parking space designated by the use of markings and/or posting as an Electric Vehicle Charging Station in which general parking is prohibited, on a public street or Municipal off-street parking facility unless the vehicle is connected for electric charging.

C. It shall be unlawful for a person to obstruct, block, or otherwise bar access to a parking space designated by the use of markings and/or posting as an Electric Vehicle Charging Station in which general parking is prohibited, on a public street or Municipal off-street parking facility unless the person's vehicle is parked or left standing in the stall or space while the vehicle is connected for electric charging.

D. The Ukiah Police Department is authorized to remove or cause the removal of vehicles parked in violation of this Section in accordance with California Vehicle Code § 22511.

§7264 INFRACTION PENALTY FOR VIOLATING THIS ARTICLE

It shall be unlawful and constitute an infraction for any person to violate any provision of this Article. Any such violation shall be punishable by a fine not exceeding fifty-five dollars (\$55.00).

SECTION TWO.

Section 7381, entitled "Removal of Vehicles" in Article 3, Chapter 3, Division 8 of the Ukiah City Code shall be amended to read as follows.

§7381 REMOVAL OF VEHICLES

The Police Department is hereby empowered to remove, or cause to have removed to the nearest garage, vehicle storage facility, or other place of safety, or to a garage designated or maintained by the City, any vehicle that is stopped, standing or parked on any municipal off-street parking lot in violation of §§ 7263, 7318, 7352, 7361 or 7366 of this Chapter or which is left for a period exceeding thirty (30) hours. The provisions of Chapter 10 of Division 11 of the Vehicle Code of the State of California pertaining to notice to owner and garage keeper's lien, shall apply in the event of such removal.

SECTION THREE.

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs,

sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on ____, 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

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

DEPARTMENT: City Clerk **PREPARED BY:** Kristine Lawler, City Clerk

ATTACHMENTS:

1. 2020 City Council Special Assignments Worksheet - redline

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments.

Each year following the rotation of the mayor position, the incoming mayor leads a review of assignments. The Council will also consider modifications, additions and elimination of committee and ad hocs.

Background: City of Ukiah Councilmembers take an active role in various commissions and committees that are part of city, county, regional, and statewide governance and interests. Each year, the incoming mayor leads a discussion and makes annual appointments for members assigned to the various groups. The assignments are broken out into four categories as follows:

County / Regional (On-going; Principal Representative + Alternate) - The City takes part in decision making by these groups and is represented by an appointed member, who has a designated alternate. These assignments require attendance at a monthly meeting.

County / Regional (On-going; One + Staff Alternate) - The City takes part in discussions, may be a member of the Board, or have ex officio status (observer). City staff is active with these groups and serves as an alternate or single representative for the City. These groups have monthly meetings.

Local / County / Regional Liaisons (On-Going; One or Two Council and/or Staff) - This group varies; some meetings are regularly scheduled and others are arranged occasionally as needed. This group includes appointments that may, from time to time, include a Board seat for a City Council member.

Ad Hoc Committees (Limited Time; Two Council + Principal Staff Support) - The City Council may establish and appoint Ad Hoc members at any time throughout the year. Ad Hoc committees are for specific issues and do not carry over year to year unless that specific issue remains under discussion.

***Note: Although the Council Ad Hoc Committees are a part of the Council Special Assignment List, they are officially appointed by the Council at various meetings, and are subject to Council approval for any changes.

Discussion: Attachment #1 is a draft of the 2020 Council Special Assignment List and Ad Hoc Committees with some recommended changes. The Mayor will lead a discussion with Council regarding Council assignments and make any appointments or reassignments per that discussion. In addition, the Council will consider modifications, additions and disbandment of ad hocs. Staff recommends directing the City Clerk to

attach the finalized copy of the 2020 City Council Special Assignments List to the January 15, 2020, Minutes for recordation.

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: Mayor Mulheren

Approved: 
Sage Sangiacomo, City Manager

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Disaster Council	Shall meet a minimum of twice a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Emergency Management Coordinator 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Mulheren Orozco- Alternate	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Greater Ukiah Business & Tourism Alliance	TBD	200 S School St. Ukiah, CA 95482	200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Mulheren	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Mulheren- Alternate	Rick Seanor, Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers	Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Scalmanini- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena	Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Mulheren Brown- Alternate	Rick Seanor, Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport	Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Bartolomei (appointed 12/19/18)	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced	419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Shannon Riley, Deputy City Manager Mayor	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall	Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	Mulheren Brown- Alternate	Rick Seanor, Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA	County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Mulheren- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)	Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Bartolomei (appointed 12/19/18)	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	UPD Staff	<i>Recommend to be assigned to staff - Forthcoming from UPD</i>
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Adventist Health Community Advisory Council	Quarterly: Aug. 27, 6:45 a.m. Nov 5, 6:45 a.m.	275 Hospital Drive Ukiah, CA 95482		275 Hospital Drive Ukiah, CA 95482 707-463-7623 Allyne Brown - Allyne.Brown@ah.org	Provides the Adventist Health Ukiah Valley (AHUV) Governing Board and Administration with advice, support, and suggestions on matter of importance to Mendocino, Lake and Sonoma Counties.	Brown	Kristine Lawler , City Clerk, 463-6217 klawler@cityofukiah.com
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced		Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren Brown- Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA		C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Alan Carter , Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries		Ukiah County Library 463-4491	Review library policy and activities	Bartolomei (appointed-12/19/18) Mulheren - Alternate	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482		511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA		151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	Mulheren/Orozco White (appointed 12/19/18)	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHSA Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services		Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers		Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	(positions not active) Crane Mulheren- Alternate	Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA		Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen , Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Dan Grebil , Fire Authority Administrator; 462- 7921 x400; dgrebil@cityofukiah.com
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rev. 12/13/19

2019 AD HOC COMMITTEES			
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT	COMMENTS
Electric Grid Operational Improvements	Crane/Scalmanini	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com	
Rate Studies for Electric, Water, Sewer	Crane/Scalmanini	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220- dbuffalo@cityofukiah.com	Recommendation: End and add a new ad hoc for sewer rates
Downtown Parking Management	Mulheren/Brown	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com	
Budget Development Best Practices and Financial Policy For FY 19/20 Budget	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion, Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com	Recommendation: End and add a new ad hoc for FY 20/21 Budget Development
Public Works Project Specification Development	Crane/Mulheren	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
Uniform Cost Accounting	Crane/Mulheren	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
Vichy Springs Resort Litigation	Brown/Scalmanini	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com	Recommendation: End - An ad hoc is not necessary
Marbut Study Ad Hoc	Brown/Scalmanini	Justin Wyatt, Police Operations Captain, 463-6760 jwyatt@cityofukiah.com	
Solar Proposal Application Project	Crane/Scalmanini	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com	Recommendation: End - An ad hoc is not necessary
Cannabis Events	Mulheren/Brown	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com	
Construction Related ADA Compliance	Scalmanini/Orozco	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
Upper Russian River Water Discussions	Crane/Brown	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com	Recommendation: End - An ad hoc is no longer necessary
Mayor Rotation Guidelines	Brown/Crane	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com	
2020 Rate Study for Sewer		Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com	Recommendation: Add
Budget Development Best Practices and Financial Policy For FY 20/21 Budget		Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion, Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com	Recommendation: Add
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements		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 Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com	Recommendation: Add